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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
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May 4, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Educational Opportunities to enter into a contract with New Hampshire Charter School Foundation Inc. (VC# 402032) of Manchester, NH in an amount not to exceed $400,000 to provide Education Training Services as requested by the Office of Charter Schools, effective upon Governor and Council approval through August 31, 2026. 100% Federal Funds.

Funds are available in the account titled Charter Schools for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	FY2023	FY2024	FY2025	FY2026	FY2027
06-56-56-567010-24500000-102-500731 Contracts for Program Services	$25,000	$275,000	$50,000	$25,000	$25,000

EXPLANATION

The New Hampshire Department of Education (NHED) received a $46 million grant from the United States Department of Education, to support the development and expansion of charter schools in the State. In the state's approved grant project, more than $1.7 million has been budgeted for training services for charter schools. NHED is seeking to contract with multiple vendors to provide flexibility in this training program. This contract with Charter School Foundation of New Hampshire, is one of the nine agreements that will be presented to the Governor and Council for approval.

The NHED, Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools, under the Bureau of Educational Opportunities, has sought qualified vendors to provide this training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical

assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

New Hampshire Charter School Foundation Inc provides assistance to charter schools during the development phases through coaching school leaders and developers. As a support organization for charter schools located in the state of New Hampshire, they provide unique insight to developing and existing schools with deep knowledge of New Hampshire administrative rules, legislation, and RSAs.

New Hampshire Charter School Foundation Inc will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Topics will include board and leadership training, financial best practices, school development, legal principals and coaching services. Training sessions will be designed to be delivered to specific schools and in conference settings.

A Request for Proposals (RFP) was advertised on the Department of Education website on 2/24/2022 with a deadline for proposals of 4/5/2022.

A review committee comprised of the Administrator of the Charter School Program Grant, the Charter School Program Grant Specialist, and the Administrator of Public Schools reviewed the proposals received by the deadline (Attachment A). Based on the review, the team recommended funding nine (9) proposals. Each contract will be submitted to the Governor and Council as it is completed.

The outcome NHED would like to achieve with this contract is to have a pool of qualified vendors available to provide training to developing and existing charter schools to improve sustainability and performance of public charter schools in the state, funded through our grant.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet

Proposal Criteria in the RFP

Requirement	Description	Potential Score
Offerings	The depth and breadth of the proposed training sessions is greater than other proposers.	20
Approach	Commitment to helping the NHED Charter School Office meet their program goals, shows an understanding of working with schools, provide for a variety of approaches for delivering trainings, and show a collaborative spirit.	15
Capacity	Level of resources (staffing, equipment, tools, etc) and a plan to implement a well-organized, resourced, timely and efficient approach delivering trainings to the New Hampshire charter community.	20
Experience	Team's qualifications and experience providing training sessions for 5 or more years to non-profit entities and/or schools, and if they provided excellent references.	25
Rates	Rates are provided, easy to understand, and reasonable and appropriate in relation to the services and experience.	15
	Maximum Score Per Reviewer	**95**

Proposals Received and Scored

Vendor	Kasey S.	Tal B.	Scott C.	Total	%
WestEd	95	95	95	285	100%
SchoolWorks	94	94	95	283	99%
Demonstrated Success	92	90	95	277	97%
NH School Board Association	88	89	95	272	95%
TNTP	82	88	90	260	91%
NH Charter School Foundation	78	86	90	254	89%
Results Ahead	78	81	85	244	86%
B. Feit Insight, Inc.	80	77	85	242	85%
Blundell Accounting Solutions	80	77	85	242	85%
Blue Learning (not awarded)	74	75	75	224	79%
National Association of Charter School Authorizers (not awarded)	74	71	75	220	77%
National Charter School Institute (not awarded)	66	71	80	217	76%
SNVA (not awarded)	52	61	80	193	68%

Review Process
A committee reviewed thirteen (13) proposals. Reviewers used a prepared rubric to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors. Reviews were completed by April 29, 2022. The review team met on May 5, 2022, to share rubrics and discuss outlying

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Charter School Foundation, Inc.		1.4 Contractor Address 5 Perimeter Road, Manchester NH 03103	
1.5 Contractor Phone Number 603-321-4715	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date August 31, 2026	1.8 Price Limitation $400,000
1.9 Contracting Officer for State Agency Kasey Silva, Administrator		1.10 State Agency Telephone Number 603-271-3749	
1.11 Contractor Signature DocuSigned by: Kimberly Lavallee 1BE6635BEC2A43E... Date: 4/28/2023		1.12 Name and Title of Contractor Signatory Kimberly Lavallee, Chair	
1.13 State Agency Signature Date: 5/10/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Elizabeth A. Brown On: 5/10/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials_____
Date_____

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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Contractor Initials

Date 8/28/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials DS

Date 4/28/2023

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS
Date 4/28/2023

EXHIBIT A
SPECIAL PROVISIONS

Additional Exhibits D-G

New Hampshire Charter School Foundation Inc. represents that it has no employees, and as such, is effectively exempt from RSA 281-A. If the company shall hire any employees, however, the company would be required to comply with Paragraph 15 of the P-37.

Federal Certification 2 CFR 200.415

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

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

EXHIBIT B
CONTRACT DOCUMENTS

Scope of Services

Charter School Training Services:

The New Hampshire Department of Education (NHED) Charter School Program grant sets forth requirements and expectations for providing technical assistance to current, developing, and new charter schools. The Office of Charter Schools, under the Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools has sought qualified vendors to provide training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

Definitions

- Attendees: Virtual or in-person participants connected to the operation of an approved or developing charter school.
- Charter School: A school that has an approved charter issued by an approved authorizing agency for the State of New Hampshire or a developing charter school as defined in Ed 318.03.
- Conference or Meeting: An event organized by the New Hampshire Department of Education where the entire charter school and/or public-school community is invited to attend. Meetings and conferences can be virtual (held online), in-person at a set location, or hybrid.
- Consultant, Vendor or Contractor: New Hampshire Charter School Foundation Inc.
- Course, Training, or Technical Assistance (TA): A collection of materials, information, and content developed by the vendor designed to inform or instruct attendees on a singular topic that, once developed, requires little to no modification to be presented more than once.
- Direct to School: Presentations delivered to a specific charter school, where the attendees are staff or developers of the charter school.
- Hybrid Event: A conference or meeting that is offers attendees an in-person and virtual option.
- Instructor: Individual, qualified in the subject matter for which they are presenting, that delivers the content of the presentation and/or is charged with participating in the delivery of the presentation.
- Materials: Handouts, reproductions and printed items that support and enhance the content of the course.
- NHED: New Hampshire Department of Education
- Presentation: A single approved delivery of a course to attendees via a conference, meeting, or direct to school.

Deliverables

Task 1: Development of Training

Upon receipt of a written request from NHED Office of Charter Schools, the consultant will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Content and materials will be prepared in a manner such that, once they are prepared, they may be presented multiple times with little modifications required. Courses will be prepared with built-in flexibility to allow for both in-person

EXHIBIT B CONTINUED

and virtual delivery and will utilize appropriate methods to keep audiences engaged. New Hampshire Charter School Foundation Inc. has provided the following training sessions available for development:

RSA 91-A: What Is It and Why Does It Matter to Public Charter Schools
The course is a review of the current RSA 91-A and how it applies to New Hampshire Public Charter Schools. Discussion will focus on the intention of this RSA, how to be compliant with public vs non-public meetings and responding to Right to Know requests. Real world examples will be provided along with sample responses to Right to Know requests.

Board Membership-Identifying Your Needs and Recommended Training
This course provides attendees with an in-depth understanding of key components needed for a highly functioning board of trustees. It will focus on challenging areas for many public charter schools and a review of critical training areas. Real world examples will be provided along with sample training packets for attendees to review and leave with.

Conducting a Public Board Meeting Using Robert's Rules
This course will provide attendees with an in-depth understanding of key components needed for a high functioning board meeting. Examples of appropriate vs inappropriate comment and non-public discussion will be included. A summary of Robert's Rules will be made available to attendees.

Understanding Your Financials and Why Transparency is Necessary
This course will provide attendees with an in-depth understanding of key components needed to understand the school financial statements. Attendees will review and understand the need for financial transparency as a public entity while complying with non-profit law. Sample financial statements will be provided with discussion about each document and how it can be utilized. Discussion will include accrual vs cash-based budgets, capital expenditures and how to capitalize larger purchases, using these statements for longer term planning and what board members should ask when it comes to the financial health of the charter school.

Streamlining Financial Practices and Audit Preparation
This course will provide attendees with real ideas utilizing technology and newer low-cost applications to streamline their accounting needs. Discussion will be held regarding how to prepare for the annual financial audit and how to utilize technology during the year to do this. A live demonstration showing the application with real charter schools will take place. This is one of the most important areas for public charter schools. Streamlining the process and having the audit preparation included will only support public charter schools.

Charter School Start Up-Before the Students Arrive
This course will provide attendees with checklists and information for the many steps required after approval and prior to opening your school. It will cover the required filings with the State of New Hampshire, admissions requirements, setting up financial systems including payroll, required NHDOE systems including Grants Management System (GMS), facility needs and questions, facility inspections, supply lists, furniture lists and other necessary steps needed to physically open your school. real ideas utilizing technology and newer low-cost applications to streamline their accounting needs

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Date 4/28/2023

EXHIBIT B CONTINUED

Charter School Start Up-Navigating the First Year
This course will provide attendees with checklists and information for the first year of operation. It will cover required state reporting, report cards, staffing surprises, bus transportation, financial reporting to the board and many other items handled for the first time in year one. The class will focus on a first-year calendar with support and ideas for managing the first year in a new charter school.

Charter School Leadership-What Are You Responsible For?
This course will provide attendees with an opportunity to share best practices with each other and find new methods to strategize how to handle the long list of responsibilities. Discussion will focus on fundraising, staffing, HR concerns, health insurance, enrollment after COVID and many other areas of responsibility.

Governance vs Operations-What Type of Board Are We
This course will cover the role of a governance board as charter schools are non-profits and public entities. Many boards walk a fine line between acting as a governance board and operations board. This course will clearly define the difference with many common examples from charter school boards. This course will help define what is required and appropriate vs overreaching into the operations side of the charter school.

Curriculum Alignment-How to Align Your Curriculum with State Standards
This course will provide real examples of curriculum alignment with state standards for charter schools. Discussions and examples will be held to encourage participants to review provided examples and draft their own for review in class. Sample alignments will be provided to attendees during the class.

Charter Schools and Special Education-Our Role
This course will cover the unique role New Hampshire Charter Schools have in Special Education. The charter statute, RSA 194-B:11 will be reviewed, and examples provided for attendees to better understand their role in a charter school. The conversation will cover both IEP and 504's and the options for charter schools when handling various scenarios involving students who may have one of these documents. Emphasis will be placed on the relationship between the sending (resident) district and the relationship with the charter school.

Developing School Counseling Programs
This course will cover how to develop a strong school counseling program. The key to a strong school community is having students feel welcome and know their community is there for them. The class will include examples of strong programs, identifying the needs in existing programs and a road map to build a better program in your school.

Understanding Accommodations vs Modifications
This course will focus on the difference between accommodations and modifications in a student IEP or 504 document. Charter schools have an obligation to support all students, including students with IEP and 504 plans. Understanding the difference between the accommodations and modifications will support the student and instructor in class. Clear and consistent messaging will be providing using real world examples. Common questions and mistakes will also be covered to help support the attendees. All materials used in class will be available electronically.

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Contractor Initials kl

Date 4/28/2023

EXHIBIT B CONTINUED

Policy Development for Your Charter School
This course will cover a wide variety of policies, both required and recommended for charter schools. It will explore the difference a few words can have on a policy and why they are different from traditional public-school policies. Policies play an important role and are often overlooked in charter schools.

Ethics and Professionalism
This course will explore the nature of professional codes of ethics, the dual domains of duty and virtue and the importance of moral neutrality in a plural society.

Understanding RSA 194-B: New Hampshire's Charter School Statute
This course will provide attendees with an in-depth understanding of RSA 194-B and how it shapes New Hampshire Public Charter Schools. Real world examples will be provided.

Understanding Special Education in Charter Schools
This course will provide attendees with an in-depth understanding of the unique relationship between Charter Schools and LEAs with respect to special education. Real world examples will be provided.

Legal Principles Associated with Governance of a Charter School
This course will provide attendees with an in-depth understanding of the law regarding governance of a charitable organization and how that governance intersects with operation of a charter school. Real world examples will be provided.

Employee Benefits on a Budget
This course will provide attendees with an in-depth understanding of the different ways to provide low-cost benefits to employees. It will explore allocating benefit dollars in a QSEHRA account to all staff to pay medical bills or purchase a plan independently, coordinate a plan of low-cost health plan options and how to select a virtual (online only) provider benefit for staff.

Additionally, upon request from NHED Office of Charter Schools and agreement of the consultant, the consultant will develop materials and content for future courses identified during the course of the contract. These courses will be consistent with and aligned to the experience and expertise outlined in the consultant's proposal. Development and delivery of subsequent courses will be prepared as noted within this task.

The development of any course approved by NHED shall be compensated at the rate noted for Task 1 in Exhibit C. Please note that NHED does not imply, state, or guarantee approval of any course by including it within Task 1.

Task 2: Course Delivery
The consultant will work with NHED Office of Charter Schools on the delivery strategies (in-person or virtually) and schedules for developed trainings in Task 1. Courses developed in Tasks 1 will be in a manner requested and approved by NHED (virtually or in-person). Developed courses may be delivered to day-long conferences, monthly meetings, workshops, and/or directly to the school. The consultant will provide a reasonable amount of time for questions/answers/discussion at each presentation. If print, reference, or supplemental materials are included in the presentation, the consultant will provide an appropriate number of copies for the confirmed number of attendees.

DS
Contractor Initials
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EXHIBIT B CONTINUED

Only events held in-person and presented in-person will be subject to mileage and hotel allowance. Additionally, hotel allowances will only be paid for presentations given in excess of 90 miles from the consultant's main office and for events that are in excess of 6 hours in duration, that begin earlier than 9am or end later than 6pm. Hotel per diem rates will be reimbursed based on the GSA Per Diem Rate Schedule for New Hampshire. (Per Diem Rates | GSA https://www.gsa.gov/travel/plan-book/per-diem-rates) mileage will be reimbursed based on IRS mileage reimbursement rate.

Consultant Requirements & Deliverables:

- No work on development of individual courses or presentations can be done without the written approval of the Office of Charter Schools. Failure to obtain approval will result in denial of invoice.
- Any request received by the consultant for Direct to School training must be forwarded to and coordinated through the Office of Charter Schools.
- The consultant will provide an adequate number of instructors, fully qualified in the subject to be delivered.
- The consultant will provide an advance outline or syllabus of the content to be presented for review and approval prior to delivery of the session.
- For each presentation, the consultant will provide the Office of Charter Schools with a schedule for delivery that ensures sufficient time is allotted to deliver the content of the session and provide for a reasonable time for question-and-answer period.
- The consultant is responsible for all effort, time, materials, and resources to organize, and develop the content of their course. The fee noted for course development includes all these items.
- For each presentation, the consultant will solicit feedback from attendees and provide a summary report or record of feedback received to the NHED Charter School Office.
- For each presentation, the consultant will provide a record of attendees.
- A record copy of the presentation and materials maybe requested to comply with terms of the funding source and to demonstrate acceptable use of federal funds. Record copy will be acceptable in electronic or print.
- For charter community-wide presentations at the monthly charter meeting or similar events, NHED requires the session to be recorded for future use and in development of best practice libraries.
- While NHED may serve as the host and coordinator for certain course delivery opportunities, the consultant will have the appropriate license and access to Zoom or similar software in order to schedule, host and moderate virtual training sessions.
- All materials developed under this agreement will contain the following disclaimer:

  "These materials were developed in part with funding from a grant from the U.S. Department of Education. The contents do not necessarily represent the policy of the Department of Education, and endorsement by the Federal Government should not be assumed."

NHED Responsibilities:

- NHED Office of Charter Schools will provide charter schools with the information on available, approved courses to be delivered Direct to School to assist the consultant in marketing their training and courses.

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EXHIBIT B CONTINUED

- For conferences organized by NHED where the consultant is one of many scheduled to present, NHED will coordinate the event and invite the charter community. NHED will serve as the host and moderator, and in the instance of virtual conferences, utilizing NHED's Zoom account. NHED will secure adequate space for the purpose of the event as well as coordinate the event and overall schedule. NHED will issue the invitations and manage the attendance of such events, including tracking of attendees in break-out sessions, if applicable.
- NHED will work closely with the consultant on developing trainings, schedule and methods for delivery including developing targeted trainings for Direct to School sessions.
- NHED will share training needs as they are identified through feedback received and as the program progresses. NHED will offer the opportunity for the consultant to prepare courses for identified needs when they align to the consultant's skills and experience.

EXHIBIT C
METHOD OF PAYMENT

Budget:
The consultant's fees for the duration of this contract shall be:

Item	Unit Cost	Units	Contract Maximum
Task 1: Development of Training	$6,500	TBD	$200,000
Task 2: Course Delivery: 2-Hour Course	$500 per delivery	TBD	$80,000
Task 2: Course Delivery: 4-Hour Course	$1,000 per delivery	TBD	$50,000
Task 2: Course Delivery: Full Day Course	$2,000 per delivery	TBD	$50,000
Allowable costs as needed (mileage, per diems, printed training materials)	TBD	TBD	$20,000
		Total	**$400,000**

Limitation on Price:
Upon mutual agreement between the state contracting officer and the consultant, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $400,000.

Funding Source:
Funds are available in the account titled Charter Schools for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	FY2023	FY2024	FY2025	FY2026	FY2027
06-56-56-567010-24500000-102-500731 Contracts for Program Services	$25,000	$275,000	$50,000	$25,000	$25,000

Method of Payment:
Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and is supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Kasey Silva
Division of Education Analytics & Resources
DOE.NHCSP@doe.nh.gov.

Contractor Initials DS kl
Date 4/28/2023

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:
2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. NHEDs not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

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Contractor Initials [illegible]

Date 4/28/2023

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property
The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-25-21

DS

Contractor Initials kl

Date 4/28/2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CHARTER SCHOOL FOUNDATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 23, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **875155**

Certificate Number: **0006130531**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of February A.D. 2023.

David M. Scanlan

Secretary of State

Corporate Resolution

I, Robert Best, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
New Hampshire Charter School Foundation Inc. I hereby certify the following is a true copy of a
(Name of Corporation)
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 14, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kimberly Lavallee, Chair, is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of
New Hampshire Charter School Foundation Inc. with the State of New Hampshire and
(Name of Corporation)
any of its agencies or departments and further is authorized to execute any

documents which may in his/her judgment be desirable or necessary to effect

the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 28, 2023 **ATTEST:** Robert Best, Secretary
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fred C. Church Insurance
41 Wellman Street
Lowell MA 01851

CONTACT NAME: Devin Huon
PHONE (A/C, No, Ext): 978-322-7358 FAX (A/C, No):
E-MAIL ADDRESS: dhuon@fredcchurch.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	70815
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED NEWHAMP-16
New Hampshire Charter School Foundation, Inc.
5 Perimeter Road
Manchester NH 03103

COVERAGES CERTIFICATE NUMBER: 485664797 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	3/13/2023	3/13/2024	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	3/13/2023	3/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			[redacted]	3/13/2023	3/13/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Employment Practices Liability			[redacted]	3/13/2023	3/13/2024	Limit/Aggregate	25,000
A	Professional Liability				3/13/2023	3/13/2024	Limit/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Hampshire Charter School Foundation Mission
Our mission is to support best practices for the creation, development, and successful operation of Charter Schools and private schools in New Hampshire, and the advancement of school choice. The New Hampshire Charter School Foundation is a non-profit "Charter School Support Organization" pursuant to §4310(4) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7221i). The New Hampshire Charter School Foundation is a non-degree granting organization.

Board Members

- Sally Bliss
  New London, NH 03257
- Kimberly Lavallee-Chair
  Mont Vernon, NH 03057
- Patricia Humphrey-Secretary
  Chichester, NH 03258
- Gary Thomas-Treasurer
  Hudson, NH 03051
- Robert Best-Vice Chair
  Merrimack, NH 03054
- Leo Plante
  Dublin, NH 03444

Salaries

We do not pay anyone a salary in our foundation, therefore 0% of salaries will be paid via this contract.

SALLY E. BLISS MSB RN HEC-C

EDUCATION

Union Graduate College/Mt. Sinai School of Medicine
Schenectady, New York
Master of Science in Bioethics,

Vermont College of Norwich University
Montpelier, Vermont
Associate of Science, School of Nursing,

Syracuse University
Syracuse, New York
Bachelor of Science in Physiology

EXPERIENCE

Clinical Ethicist
University of Vermont Medical Center
Burlington, Vermont
November t

- Clinical ethics consultation and education for an academic medical center
- Surgical Residency Ethics and Professionalism Education
- Interim Director, Department of Clinical Ethics,
- Member, University of Vermont Medical Center Ethics Committee

Adjunct Assistant Professor, Department of Medicine
University of Vermont College of Medicine
Burlington, Vermont

- Education and small group leadership in medical humanities and ethics

Student Ombudsperson
University of Vermont College of Medicine
Burlington, Vermont

- Member: LEAP (Learning Environment and Professionalism) Committee,

Member, Department of Aging and Independent Living Ethics Committee/State of Vermont
Waterbury, Vermont
[redacted]

- Case review, medical decision making and advisory for Vermonters with public guardians

Member, Vermont Department of Health Study Group for Surrogate Decision Making
Vermont Department of Health
[redacted]

- Work group charged with advising the Vermont Department of Health on matters of medical decision making, surrogate decision making and Advance Directives

Assistant Professor of Clinical Ethics
Union Graduate College/Mt. Sinai School of Medicine Program in Bioethics
Schenectady and New York, New York
[redacted]

- Assistant Professor in the online clinical practicum, on-site clinical practicum and capstone courses; participant in program and curriculum development

Clinical Supervisor/Educator
Concord Hospital
Concord New Hampshire
[redacted]

- Clinical supervisor in a house wide capacity assuring clinical integrity, interdisciplinary collaboration and quality patient care.
- Member, Concord Hospital Ethics Committee

Bed Manager/Clinical Supervisor
Monadnock Community Hospital
Peterborough, New Hampshire
[redacted]

- Manager of the Department of Nursing Administration containing the Clinical Supervisors
- Manage daily operations in compliance with Critical Access regulations

Supervisor/Educator Southern New Hampshire Medical Center
Nashua, New Hampshire
[redacted]

- Clinical supervisor in a house wide capacity assuring clinical integrity, interdisciplinary collaboration and quality patient care

Registered Nurse/Intensive Care
Saints Memorial Medical Center
Lowell, Massachusetts
[redacted]

- Staff nurse for intensive care patients in a combined medical /surgical unit

Kimberly Lavallee

Charter School Consultant,

Contact

[redacted]

Education

Trinity College - [redacted]

Business Administration

Objective

To support the creation and sustainability of public charter schools through education and providing needed support to charter applicants and newly approved public charter schools.

Experience

[redacted]

Charter School Consultant • Self-employed

Provide support to new schools and charter applicants in the following areas, review charter applications and budgets, support policy development, board meeting etiquette, committee planning, financial support to prepare for annual audit, charter renewal support and other needed services for public charter schools

[redacted]

Assistant Director-Founder

The Founders Academy Public Charter School

- Co-founded and wrote the charter for the charter school
- Planned all aspects of opening a public charter school
- Managed all financial and facility needs/state reporting
- Implemented initial hiring of staff and faculty

[redacted]

Co-founded Spark Academy of Advanced Technologies

- Planned and trained new team to open school and managed all financial needs and provided audit support

[redacted]

Commercial and Residential Appraiser-Trainer

The Valuation Group

Key skills include financial reporting, audit preparation, facility management and lease agreements, vendor contract negotiation, course scheduling, H/R, curriculum planning, board recruitment, fundraising, grant writing, grant management and project planning

Volunteer Positions

Current board member of The Founders Academy Public Charter School, Lionheart Classical Academy Chartered Public School, Spark Academy of Advanced Technologies, The Founders Academy Foundation and New Hampshire Charter School Foundation

ROBERT L. BEST; BSE, MHA, JD

Sulloway & Hollis, PLLC
[redacted]

SUMMARY

- Over 35 years of experience in the private, university, and non-profit healthcare sector and 18 years in the practice of law. Work history characterized by achievement and continuous movement toward increasingly demanding responsibilities in complex environments.

EDUCATION

Bachelor of Science in Engineering, Biomedical Engineering;
Tulane University- New Orleans, Louisiana, [redacted]

Master of Healthcare Administration;
Tulane University- New Orleans, Louisiana, [redacted].

Juris Doctorate; *Magna Cum Laude*;
Massachusetts School of Law- Andover, Massachusetts [redacted].

BAR ADMISSION

Massachusetts- [redacted].
New Hampshire- [redacted].

PROFESSIONAL EXPERIENCE

- **Attorney-** Sulloway & Hollis, PLLC, Concord, New Hampshire, Member- [redacted], Executive Committee- [redacted]. Law practice focusing on healthcare, business, non-profits and Charter Schools.

- **Attorney-** Bianco Professional Association, Concord, New Hampshire, [redacted] Law practice focusing on healthcare, business, education, non-profits and administrative law.

- **Adjunct Faculty-** New Hampshire Technical Institute, Concord, NH, [redacted]. Teaching Administrative Law and Legal Nurse Consulting.

- **Executive Director-** New Hampshire Nurses' Association, Inc., Concord, New Hampshire, [redacted].

- **Vice President- Operations and Business Development,** United HealthNet LLC., New Orleans, Louisiana, [redacted].

- **Director of Special Projects,** JoEllen Smith Regional Medical Center & Rehabilitation Institute of New Orleans/ Tenet HealthSystem Hospitals, Inc., New Orleans, Louisiana, [redacted].

- **Director of Outpatient Rehabilitation,** JoEllen Smith Regional Medical Center, Rehabilitation Institute of New Orleans & Tenet Louisiana Rehabilitation Network/ Tenet HealthSystem Hospitals, Inc., New Orleans, Louisiana, [redacted].

- **Director of Reciprocating Gait Orthosis Program,** JoEllen Smith Regional Medical Center & Rehabilitation Institute of New Orleans/ Tenet HealthSystem Hospitals, Inc., New Orleans, Louisiana, [redacted].

- **Research Associate,** Louisiana State University Medical Center, Department of Orthopaedic Surgery, Bioengineering Section, New Orleans, Louisiana, [redacted]

PROFESSIONAL AFFILIATIONS & RECOGNITION

- Massachusetts, New Hampshire & Federal Court Bar
- Martindale Hubble – AV Preeminent Rating/Judicial Edition
- American Society of Medical Association Counsel, [redacted]
- National Association of Bond Lawyers, [redacted]
- Merrimack PTA Kindergarten and Preschool- Board Member, [redacted]
- Merrimack Planning Board [redacted]
- Society of Tulane Engineers
- New Hampshire Healthcare Association, Business Member
- New Hampshire Long Term Care Foundation, Board Member
- New England SuperLawyers - Rising Star [redacted].
- Rotary International; Merrimack NH Chapter- [redacted]
- American Furniture Masters; Board Member
- New Hampshire Home Builder's Association- Member

CHARTER SCHOOL AFFILIATIONS

- Founders Academy- Board Chair- 2018-Present
- Founders Academy Foundation- Treasurer- 2018- Present
- Spark Academy- Vice Chair 2019- Present
- New Hampshire Charter School Foundation- Founder, Vice Chair 2021- Present
- Legal Counsel to 5 New Hampshire charter schools
- Pro bono assistance to various other charter schools

[redacted]

JESSICA L. GOLDEN-HARRINGTON

PROFESSIONAL SUMMARY

Experienced counselor, school administrator and special education professional dedicated to fostering personal growth, responsibility, and curiosity in learners of all abilities.

SKILLS

- Counseling/Mediation
- Trauma Management Specialist-Certified
- Staff Management
- Project Management
- Schedule Coordination
- Public Speaking

WORK HISTORY

ASSISTANT DIRECTOR [redacted]
Academy For Science And Design Public Charter , Nashua, NH

- Lead as assistant principal for public charter school serving 550 students grades 6-12
- Oversee student services including Special Education and Counseling Department
- Manage student behavior and discipline issues including investigation of bullying and harassment, development of positive behavior interventions, meditations, and crisis counseling
- Coordinate all state assessments, College Board Suite, as well as SSD accommodations
- Provide direct supervision for counseling staff, paraeducators, registrar, school nurse
- Instruct and facilitate social skills group with 10/11 grade students on Autism Spectrum
- Develop school wide Be Kind Project-bringing empathy into action.
- Active participant/member of School Board Policy Committee, Personnel/Finance Committee
- Train and mentor new employees on best practices and school operations.
- Write and publish professional articles: Back to Basics, April 2021: Journal-The Stem Edge

DEAN OF STUDENTS [redacted]
Academy For Science And Design Public Charter, Nashua, NH

- Supervised Counseling staff, support staff, Registrar and School Nurse.
- Managed all special education services, 504 accommodations, and case review for faculty
- Created and supervised school wide Advisory Program
- Oversee development of master class schedule for grades 6-12
- Supervised College Counseling Program, updating school profile
- Coordinated standardized testing such as NAEP, NH State Assessment, College Board Suite of Assessments
- Managed student behavior and provided direct counseling services
- Coordinated outreach events to bring in parents, family members and community at large to support students.
- Helped teachers develop and diversify instructional abilities to better serve students of

different ability levels and backgrounds.

ADJUNCT INSTRUCTOR [redacted]
Nashua Community College, Nashua, NH

- Taught Introduction to Exceptionality, course design to give educators understanding of Special Education identifications, procedures, accommodations and interventions for students in need of services
- Instructed 30 college students and managed their student teaching site experience hours
- Created and implemented course agendas, lesson plans and activities to successfully meet course objectives.
- Defined and articulated goal learning outcomes, performance metrics and changes to improve student learning.

HIGH SCHOOL COUNSELOR/SPECIAL EDUCATION TEACHER [redacted]
The Brentwood School, Merrimack, NH

- Provided direct counseling services and case management to students identified with emotional behavioral disabilities in private alternative high school setting.
- Developed Individual Education Programs/Plans, provided in class accommodations, modifications, and supports to assist with student learning goals and success.
- Wrote and implemented Behavior Plans based on information provided by Functional Behavior Assessments
- Created classroom counseling curriculum and workshops based on NH counseling frameworks
- Presented Special Education training and discussion groups during faculty meetings
- Delivered effective and differentiated classroom instruction to range of more than 50 neurodiverse students.
- Worked with students with moderate to severe autism to increase life skills as part of school's transition program/services

SPECIAL EDUCATION PARAEDUCATOR [redacted]
Oyster River High School, Durham

- Provided students with Specific Learning Disabilities and Emotional Behavioral Disabilities with supported instruction in Science and History while also working in study skills classroom with duties of paraeducators.
- Focused on improvement of executive functioning skills Provided behavioral redirection and positive behavior supports Publications Back to Basics, April 2021: Journal-The Stem Edge.
- Delivered personalized educational, behavioral and emotional support to individual students to enable positive learning outcomes.

EDUCATION

University of New Hampshire, Durham, NH
M.Ed, Counseling Education, [redacted]

University of New Hampshire, Durham, NH
B.A., Ancient History, [redacted]
Licensure: School Counseling Director, School Counselor/Guidance Counselor

Resume
Charter School Training RFP Submittal
Proposer Name: Caitlin Blundell, Blundell Accounting Solutions

Caitlin Blundell, CPA

[redacted]

EMPLOYMENT OVERVIEW

Blundell Accounting Solutions — Windham, NH
Private Practice Advisory and Accounting Consultant — [redacted]

- Provided controller-level services for small businesses including financial expertise, financial statement preparation and analysis, bookkeeping, account reconciliation services, and budget preparation and analysis.
- Helped small businesses set up proper controls and procedures to produce more accurate financial data.
- Guided small business owners through the proper use of QuickBooks and additional tools available to simplify record keeping.

Merrimack College — North Andover, MA
Director of Fiscal Affairs & Controller — [redacted]
Director of Accounting — [redacted]

- Prepared, reviewed, and presented monthly internal financial statements and annual audited financial statements to Chief Financial Officer and President.
- Coordinated all external auditing activities including Financial Statement Audit, A-133 Audit, and NCAA Compliance Audit.
- Supervised staff of 9 individuals including the Accounting, Bursar, and Accounts Payable Departments.
- Attended Finance and Investment Committee Meetings and prepared presentation materials for the committee.
- Performed quarterly forecast including trend projections for inclusion in the internal financial statements.
- Determined appropriate accounting treatment and oversight of complex areas including endowment fund, pledges receivable, capitalized interest, joint ventures, project funds and bond re-financing.

PricewaterhouseCoopers, LLP, Audit and Business Advisory Services — Boston, MA
Senior Associate — [redacted]
Audit Associate — [redacted]
Audit Intern — [redacted]

- Planned, executed and supervised multiple financial statement, A-133 compliance, and bond offering engagements simultaneously in the not-for-profit, healthcare, and higher education industries.
- Performed detailed audit procedures on all balance sheet and income statement accounts and addressed accounting issues accordingly.
- Communicated audit adjustments and control deficiencies to clients as part of audit including compilation of written management comment letter.
- Clients served include:
  - Museum of Fine Arts
  - Catholic Medical Center
  - Boston Medical Center
  - UMass Memorial Medical Center
  - Woods Hole Oceanographic Institution
  - Worcester Polytechnic Institute
  - Wellesley College
  - Boston University

VOLUNTEER POSITIONS

Windham's Helping Hands, Current Treasurer
Windham Cooperative Kindergarten, Past Treasurer
Friends of the Library of Windham, Past Treasurer

EDUCATION/ACCREDIDATIONS

Certified Public Accountant — [redacted]
Licensed Certified Public Accountant in the State of New Hampshire

Quickbooks ProAdvisor — [redacted]

Boston College — [redacted]
Masters of Science in Accounting

Syracuse University — [redacted]
B.S. in Accounting and Finance

[redacted]