



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

July 5, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education to enter into a **sole source** amendment to an existing contract with the New Hampshire Career and Technical Administrators (VC#165095) Concord, New Hampshire, to continue to provide facilitation of Professional Learning Communities (PLCs) and professional development of Career and Technical Education (CTE) teachers, by increasing the price limitation by \$47,100 from \$45,000 to \$92,100 and by extending the completion date from August 30, 2023 to August 30, 2025 effective upon Governor & Council approval. The original contract was approved by Governor and Council on March 9, 2022 (Item #88). 100% Federal Funds.

Funds to support this request are available in FY 2024 and 2025 in the account titled CTE-VOC-ED-Federal with the authority to adjust encumbrances amongst Fiscal Years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

06-56-56-562010-40260000-072-502649 Grants Federal

Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	\$22,500	\$0	\$22,500
2023	\$22,500	\$0	\$22,500
2024	\$0	\$24,600	\$24,600
2025	\$0	\$22,500	\$22,500
Total	\$45,000	\$47,100	\$92,100

**EXPLANATION**

The New Hampshire Department of Education is requesting a **sole source** amendment as they entered into a sole source contract with New Hampshire Career and Technical Administrators on

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
Page 2 of 2

March 9, 2022. CTE directors represented by the New Hampshire Career and Technical Administrators (NHCTA) directly supervise teachers in each of the 16 career cluster areas comprising the professional learning communities (PLCs). NHCTA is the only entity that provides professional development to Career and Technical Education (CTE) teachers. NHCTA demonstrated success with similar professional development and mentoring work conducted with NH CTE teachers in 2021. They further demonstrated their ability to conduct this professional development through services rendered in FY 2022 and FY 2023 through ongoing engagement with CTE teachers provided at the State and district level and distinguished by the PLC's work outlined in the agreement which allowed for general trainings and ongoing collaboration of CTE teachers working together in specific program areas. This model has demonstrated effectiveness in providing a formal mentoring structure. PLC cluster leads continue to facilitate ongoing guidance to less experienced peers in regularly scheduled meetings.

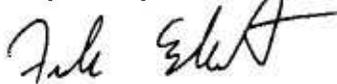
During FY23, 17 Cluster Leads (one additional cluster was added during this project year) met with CTE teachers in their Cluster PLCs three times a year, for a total of approximately 40 meetings. Some Cluster PLCs met monthly during this period. Each Cluster PLC served between 10 and 20 CTE teachers in these regular meetings. In addition, the Cluster Leads met four times during the year, to share information and develop best practices for CTE educator centered and led professional development to use with the Cluster PLCs.

In order to ensure the Cluster Leads can effectively facilitate regular meetings with the CTE teachers in their PLC, they will receive two sessions per program year on leadership training for the Cluster Leads.

The PLCs will meet on a regular basis to talk about best practices for career and technical education instruction and assessment, facilitated by PLC Cluster Leads, selected by NHCTA to lead each of the 17 PLCs. These PLC Cluster Leads will take part in a series of leadership training sessions, facilitated by a subcontractor selected by NHCTA. The subcontractor will also be available to provide ongoing consultation to the PLC Cluster Leads.

Ongoing professional learning community work will continue to empower NH CTE teachers to improve their ability to provide high-quality, learner-focused career and technical education, a crucial component of New Hampshire's future economic development.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Career Development, hereinafter "the Agency," and New Hampshire Career Technical Administrators (NHCTA), Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on February 24, 2022 (Item #88), hereby agree to modify same as follows:

- 1) Amend box 1.7 of form P-37 by removing August 30, 2023 and replacing with August 30, 2025
- 2) Amend section 1.8 of form P-37 by increasing the price limitation by \$47,100.00 from \$45,000.00 to \$92,100.00.
- 3) Amend exhibit B, Scope of Work, to include the following statements:

The Contractor will:

- Conduct Cluster Participant lead professional development activities at the 2023 Summer Learning Series held in August of 2023.
- Arrange for payments of stipends to Cluster Participants facilitating professional development activities during the 2023 Summer Learning Series held in August of 2023.

- 4) Amend exhibit B, Scope of Work, to include the following statements:

Submit, in conjunction, with each invoice, a report including the following:

- 1) Number of CTE teachers participating in PLC Clusters
- 2) A narrative, outlining topics covered by the PLC Clusters during trainings; and
- 3) Additional professional development needs shared by CTE teachers during PLC Cluster trainings and the 2023 Summer Learning Series.

- 5) Amend Exhibit C, 'budget', by removing the existing table and replacing it with:

Item	FY22	FY23	FY24	FY25
10 PLC meetings, 2 Leadership Sessions, 16 PLC leads at \$1000.00 per lead, stipends paid upon completion of meetings and sessions	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Facilitator stipend, 2 Leadership Sessions, with planning and ongoing consultation with PLC leads as needed	\$5000.00	\$5000.00	\$5000.00	\$5000.00
7 Stipends at \$300.00 for Cluster Participants facilitating professional development activities at the 2023 Summer Learning Series paid upon completion of the 2023 Summer Learning Series	\$0.00	\$0.00	\$2100.00	\$0.00
Yearly cost for LibGuides subscription	\$500.00	\$500.00	\$500.00	\$500.00

Indirect Costs	\$1000.00	\$1000.00	\$1000.00	\$1000.00
Total	\$22,500.00	\$22,500.00	\$24,600.00	\$22,500.00

6) Amend Exhibit C, 'Limitation on Price' by increasing the amount by \$47,100.00 from the original total of \$45,000.00 to \$92,100.00.

7) Amend Exhibit C, 'Source of Funding' by removing the existing statement and replacing it with:  
**Source of Funding:** Funds to support this request are available in the account titled CTE VOC ED-Federal for FY24 and FY25, with the authority to adjust encumbrances amongst Fiscal Years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

8) Amend Exhibit C, 'Source of Funding' by removing the existing table and replacing it with:

Fiscal Year,	Current Budget,	Increased (Decreased) Amount	Revised Budget
2022	\$22,500	\$0	\$22,500
2023	\$22,500	\$0	\$22,500
2024	\$0	\$24,600	\$24,600
2025	\$0	\$22,500	\$22,500
Total	\$45,000	\$47,100	\$92,100

9) Amend Exhibit C, invoice schedule, by replacing the existing schedule with the following:

Invoice 4: August 2023

Invoice 5: January 2024

Invoice 6: May 2024

Invoice 7: August 2024

Invoice 8: January 2025

Invoice 9: May 2025

Invoice 10: August 2025

10) All other provisions of this agreement shall remain in full force and effect as originally set forth; and

11) This amendment shall commence upon Governor and Council approval and shall terminate on August 30, 2025.

THE STATE OF NEW HAMPSHIRE  
 Department of Education  
 Bureau of Career Development

Division of Commissioner's Office

By: Frank Edelblut 7/12/2023  
Frank Edelblut, Commissioner of Education Date

By: [Signature] NHCTA 7/16/23  
Signature, Title President Date

Approved as to form, substance and execution by the Attorney General this 12 day of June, 2023.

[Signature]  
Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

# 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 CAREER AND TECHNICAL ADMINISTRATORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 23, 2004. 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: 465438

Certificate Number: 0006247276



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



President: Jennifer Haskins

Vice President: Michele Halligan - Foley

Treasurer: Courtney Ritchings

Secretary: Katelyn Carrington

Certificate of Attestation / Certificate of Vote

I, Michele Halligan - Foley, hereby certify that I am a duly appointed representative and Vice President of New Hampshire CTE Administrators (NHCTA). I hereby certify that Jennifer Haskins, President of NHCTA is duly authorized to execute contracts on behalf of New Hampshire CTE Administrators (NHCTA) and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the organization. I hereby certify that said authority 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. 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: June 30, 2023

Attest: Michele Halligan - Foley  
Vice - President NHCTA  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2023

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 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).

<b>PRODUCER</b> E & S INSURANCE SERVICES LLC 04041160 PO BOX 7425 GILFORD NH 03247	<b>CONTACT NAME:</b>														
	<b>PHONE</b> (603) 293-2791 (A/C, No, Ext):	<b>FAX</b> (A/C, No):													
	<b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			██████████	02/11/2023	02/11/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE   OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Employment Practices Liability Insurance			██████████	02/11/2023	02/11/2024	Each Claim Limit \$25,000 Annual Aggregate Limit \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**                      **CANCELLATION**

NHED 25 Hall St CONCORD NH 03302-3921	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 <i>Susan S. Castaneda</i>

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## Career Cluster Professional Learning Community Renewal Grant Fiscal Years 2024 and 2025

### **Background & Framing**

In 2020 NHCTA launched a new member service providing direct support and sustained professional learning for CTE educators statewide fostering deep cross district connections with a focus on the 16 CTE clusters.

This service was proposed with the intent of supporting CTE teachers during a time of uncertainty and a heightened need fostering opportunities for collaboration and the sharing of best practice during the unprecedented circumstances of the COVID-19 pandemic. While this service was designed during a time of unusual need, NHCTA has witnessed great success with this model and the demand and value conveyed by CTE teachers and their directors is noteworthy.

### **Mission & Vision**

Connecting educators on a statewide scale about content and pedagogy that matters most to teachers and their students is the ongoing mission of the Career Cluster Professional Learning Communities. This learning community model is unique in that many career and technical education teachers do not have an in-district network of support within their content/career area. This model enables educators to connect in an ongoing sustained manner within their discipline across schools and districts fostering a robust environment for collaboration and coordination.

### **Career Cluster Facilitator Characteristics & Qualities**

The ideal candidate possesses the following characteristics and qualities for the role of professional learning community facilitator by career cluster:

- A role model of **reflective practitioner** within his/her classroom and work with students, seeking continuous improvement and positive student outcomes.
- A strong **collaborator** creating inclusive adult learning environments that welcome all voices and perspectives.
- A highly **organized** individual who can design and execute thoughtful meetings while managing the administrative tasks of being a facilitator (agenda development, file organization, timely postings, recording of meeting minutes, etc....)

- A knowledge of and/or experience with **group processes**, protocols for meetings, and **adult learning models**.
- An adept **communicator** who creates accessible content with clear directions, expectations, and summaries.
- A deep **knowledge** of his/her career cluster.
- A strong facility with **technology** supporting a virtual meeting structure and an understanding of virtual and hybrid solutions for student learning opportunities.

# NHCTA

## Account Balance Report July 1, 2022 to May 31, 2023

Primary Sort Element	Secondary Sort Element				
<b>Account Code</b>	<b>Description</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>YTD Available</b>
07-13-00-00-2900	EXP-NHCTA-Conference/Training	\$10,500.00	\$8,500.00	\$8,500.00	\$2,000.00
07-13-00-00-3100	EXP-NHCTA-Contract/Support Services	\$136,150.00	\$96,259.61	\$96,259.61	\$39,890.39
07-13-00-00-3300	EXP-NHCTA-NH-CTE Consulting	\$18,000.00	\$1,800.00	\$1,800.00	\$16,200.00
07-13-00-00-5800	EXP-NHCTA-Travel	\$6,000.00	\$430.00	\$430.00	\$5,570.00
07-13-00-00-5830	EXP-NHCTA-Legal	\$3,000.00	\$1,050.00	\$1,050.00	\$1,950.00
07-13-00-00-5900	EXP-NHCTA-Misc Purchased Services	\$3,450.00	\$0.00	\$0.00	\$3,450.00
07-13-00-00-5910	EXP-NHCTA-State filings/Taxes	\$750.00	\$0.00	\$0.00	\$750.00
07-13-00-00-6100	EXP-NHCTA-Supplies	\$9,000.00	\$196.97	\$196.97	\$8,803.03
07-13-00-00-8100	EXP-NHCTA-Professional Development	\$25,000.00	\$0.00	\$0.00	\$25,000.00
07-13-00-00-9300	EXP-NHCTA-Indirect Cost	\$16,948.00	\$8,217.99	\$8,217.99	\$8,730.01
<b>Sub Total</b>		<b>\$228,798.00</b>	<b>\$116,454.57</b>	<b>\$116,454.57</b>	<b>\$112,343.43</b>
<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>				
0000					
<b>Account Code</b>	<b>Description</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>YTD Available</b>
07-13-51-00-0000	REV-NHCTA from Dues	(\$186,975.27)	(\$188,203.59)	(\$188,203.59)	\$1,228.32
07-13-51-01-0000	REV-NHCTA-FY22 Carryover	(\$41,822.73)	\$0.00	\$0.00	(\$41,822.73)
<b>Sub Total</b>		<b>(\$228,798.00)</b>	<b>(\$188,203.59)</b>	<b>(\$188,203.59)</b>	<b>(\$40,594.41)</b>
<b>Grand Total</b>		<b>\$0.00</b>	<b>(\$71,749.02)</b>	<b>(\$71,749.02)</b>	<b>\$71,749.02</b>

## **NHCTA Board of Directors 2023**

Jen Haskins - NHCTA President  
Pinkerton Academy

Michele Halligan Foley - NHCTA Vice-President  
R. W. Creteau Technology Center

Courtney Ritchings - NHCTA Treasurer  
Portsmouth Regional CTE Center

Katelyn Carrington - NHCTA Secretary  
Somersworth High School & Career Technical Center

Samantha Belcort - At Large  
Milford High School and Applied Technology Center

Chris Dodge - At Large  
Salem Technology Center

Jen Kiley - At Large  
Region 14 Applied Technology Center

Bruce Farr - At Large  
Lakes Region Career and Technical Education Center

### **Appendices Included as Separate Attachments**

Financial audit of funds from North Country Educational Services (NCES)  
Career Cluster Program Coordinator Resume  
Certificate of Insurance

# Nicole Bellabona, M.Ed.

## ***SUMMARY OF QUALIFICATIONS***

Education Professional with a background in workforce development and delivering dynamic student career support.

## **EDUCATION/TRAINING/AWARDS**

**Graduate Certificate**, HR/Training & Development, Southern New Hampshire University, 2003

**M.Ed., Secondary Education**, University of New Hampshire, 1999

**Bachelor of Arts**, English, second major, **Theatre**, UNH, 1997, Selected Liberal Arts Fellow 1997

- FIRST Robotics Outstanding Volunteer of the Year Award 2014
- Moodle Certification for Online Teaching, June 2011
- MBTI Personality Type Code Certification, Type Resources, November 2003
- Global Career Development Facilitator Certification, Sept. 2002

## ***PROFESSIONAL EXPERIENCE***

**Work Based Learning Coordinator, Portsmouth High School/Portsmouth CTE Center** Portsmouth, NH May 2020-Present

Oversees all aspects of student work based learning, including coordination with employers, processing NH Department of Labor paperwork, and communicating desired learning outcomes with students and industry partners.

**Education Consultant, Career Development Bureau** NH Department of Education, Concord, NH Feb 2019- May 2020  
Member of team responsible for maintaining high quality Career & Technical Education programs statewide. Handling revision of new CTE program process to streamline and simplify application for programs eligible for Perkins funding. Liaison to CTSOs (Career & Technical Student Organizations) and their role in career readiness. Provide technical assistance to CTE Centers statewide. Review grant applications. Coordinate Summer CTE Conference delivered to over 200 participants. Manage and administer 2020 NH Girls in Technology Day in cooperation with USNH, CCSNH institutions and industry. Provide training in the development of strong working PACs (Program Advisory Committees) for Centers statewide.

**Director, Young Inventors Program**, Academy of Applied Science, Concord, NH, Oct 2015- February 2019  
Responsible for all operations, development, outreach and fundraising for hands-on invention curriculum program delivered to over 70 K-8 schools in NH & MA. Teach and train educators 100+ educators per year in program curriculum.

**STEM Career Counselor**, College of Engineering & Physical Science, UNH, January 2013-Oct 2015  
Teach Tech 400 course for entering Undeclared STEM majors, counseling students in their academic and career decision-making, facilitating student internship placements, handling employer relations to build STEM industry contacts for partnerships

**Center Director**, Granite State College, Seacoast Campuses, Rochester, NH, October 2009-January 2013  
Responsible for the general oversight and supervision of the operations and learning community of the Rochester/Portsmouth campuses, which includes supervision of 7 staff, 6 classrooms and up to 500 students per week.

**Academic Resource and Information Coordinator**, Granite State College, Rochester, NH, Jan 2007-Oct 2009 Provide academic resources to GSC students including tutoring, writing/reading/math/research assistance.

**Director of Career Placement**, Whittemore School (Paul School), UNH, Durham, Jan 2006- Jan 2007  
Connect w/employers/community members and students to cultivate internship and job opportunities, teach, schedule & coordinate workshops on networking, professional dress, business communication, etc., labor market information & career research

**Recruiting Coordinator**, Faculty Administration Harvard Business School Aug. 2000 –May 2001

**Academic Counselor** Dean's Office of Liberal Arts, UNH Durham, NH, June 1999 – Aug. 2000  
Facilitation of Freshmen/Transfer Orientation, Liberal Arts' Open Houses, Guidance Counselor Workshops, and Connect Program for students of color

## **TEACHING**

"Full STEAM Ahead: Design Invention Integrated Project-based Learning for K-12 Teachers"  
Project-based Learning Pedagogy Online Course through NH Department of Education's *OpenNH*

"Invention Education and Project-based Learning" 2 wk course, Education Institute Beijing, April 2016

TECH 400--STEM First Yr Career Course, College of Engineering & Physical Science, UNH, 2013-2015

CMPL 511—Software Tools, Granite State College (GSC) Spring 2009 Intro to Critical Thinking —Developed new course & delivered it to Bud Carlson Academy High School

CO-OP 400—Coop/Intern Work-based Learning course, SNHU, Fall, Spring, Summer terms, 2001-2006

HTM 400—"The American Work Experience" course SNHU, Summer terms 2001-2005

8th grade Reading/Language Arts full time Graduate Intern Instructor, Dover Middle School, 1998-1999

**COMPUTER:** *Zoom online video mtgs, MS Office Suite, MAC and PC proficient, BlackBoard, Canvas, Moodle, ENO/Smart Boards, social media (Twitter, Facebook, Instagram), Project management software (BaseCamp/Sharepoint/Redbooth), Customer Relations Management tools (Constant Contact, Salesforce)*

**VOLUNTEER:** FIRST Robotics FRC Volunteer Coordinator, First Lego League Coach, Soccer Coach, Barrington Soccer Club, U9 & U10, NH Soccer Coaching Certification

**HOBBIES:** Skiing, semi-professional theater, soccer, reading, learning, running, and watching my sons play hockey.

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Frank Edelblut  
Commissioner



Christine Brennan  
Deputy Commissioner

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

February 11, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education to enter into a sole source contract with the New Hampshire Career Technical Administrators (NHCTA) in the amount of \$45,000 to provide facilitation of professional learning communities (PLCs) for professional development of Career and Technical Education (CTE) teachers working in 16 career cluster program areas in New Hampshire Regional CTE Centers located in high schools, effective upon Governor & Council approval through August 30, 2023. 100% Federal Funds.

Funds to support this request are available in the FY 2022 and 2023 account titled CTE-VOC-ED-Federal as follows:

06-56-56-562010-40260000-072-502649	Grants Federal	<u>FY 22</u> \$22,500	<u>FY23</u> \$22,500
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**EXPLANATION**

This request is for a sole source contract, as the CTE directors represented by the New Hampshire Career and Technical Administrators (NHCTA) directly supervise teachers in each of the 16 career cluster areas comprising the professional learning communities (PLCs). Because of the close coordination between the New Hampshire Department of Education and the board of NHCTA, as well as extensive communication between NH DOE and CTE directors who are members of NHCTA, NH DOE is confident NHCTA is uniquely qualified to effectively facilitate PLCs for New Hampshire high school CTE teachers. There was no RFP issued in this case, because this vendor demonstrated success with similar professional development and mentoring work conducted with NH CTE teachers conducted in 2021.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council

Page 2 of 2

While there is ongoing professional work for CTE teachers provided at the State and district levels, what distinguishes the professional learning communities (PLCs) work outlined in this agreement from more general training is the ongoing nature of CTE teachers working together in specific program areas. It more closely resembles a formal mentoring structure, with the PLC cluster leads providing ongoing guidance to less experienced peers in regular meetings than a series of stand-alone trainings.

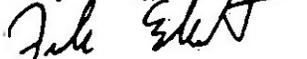
In order to ensure the Cluster Leads can effectively facilitate regular meetings with the CTE teachers in their PLC, they will receive two sessions per program year on leadership provided by NHCTA. NHCTA will subcontract with a consultant to provide the leadership training for the Cluster Leads.

The PLCs will meet on a regular basis to talk about best practices for career and technical education instruction and assessment, facilitated by PLC Cluster Leads, selected by NHCTA to lead each of the 16 PLCs. These PLC Cluster Leads will take part in a series of leadership training sessions, facilitated by a subcontractor selected by NHCTA. The subcontractor will also be available to provide ongoing consultation to the PLC Cluster Leads.

Ongoing professional learning community work will empower NH CTE teachers to improve their ability to provide high-quality, learner-focused career and technical education, a crucial component of New Hampshire's future economic development.

In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

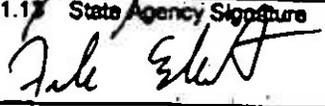
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to execution of the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name New Hampshire Career Technical Administrators (NHCTA)		1.4 Contractor Address PO BOX 3921, Concord, NH 03302	
1.5 Contractor Phone Number (603)304-6011	1.6 Account Number See Exhibit C	1.7 Completion Date August 30, 2023	1.8 Price Limitation \$45,000.00
1.9 Contracting Officer for State Agency Jeffrey Beard		1.10 State Agency Telephone Number 271-3729	
1.11 Contractor Signature  Date: 2/10/22		1.12 Name and Title of Contractor Signatory Jennifer Haskins, President	
1.13 State Agency Signature  Date: 2/22/2022		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:  Christopher Bond, Attorney On: 2/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RH  
Date 2/10/22

**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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or

performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

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

**23. 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.

**24. 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.

**EXHIBIT A**

**Special Provisions**

**Additional Exhibits D-G**

**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, which reads as follows:

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

The New Hampshire Career Technical Administrators (NHCTA) does not have any employees, and as such is not required to submit proof of workers' compensation.

Contractor Initials JKH  
Date 2/10/22

## EXHIBIT B

### Scope of Services

The New Hampshire Department of Education will enter into a multi-year, contract with the New Hampshire Career Technical Administrators (NHCTA) to provide ten (10) individual training sessions, five (5) per year, for career and technical education (CTE) teachers from Spring of 2022 to Summer of 2023. The training sessions will be part of the Professional Learning Community (PLC) work facilitated by PLC leads identified by NHCTA. The PLC leads will receive support from a facilitator during two leadership sessions, as well as through consultation on an as-needed basis.

#### The Contractor will:

- Identify sixteen (16) PLC Cluster leads to facilitate training sessions.
- Communicate with CTE Directors at NH Regional CTE Centers to share information about ongoing PLC work.
- Contract with a facilitator with expertise in teacher training and educational leadership to provide leadership training for PLC Cluster leads, and to provide ongoing technical assistance and guidance to the PLC Cluster leads.
- Arrange for payments of stipends to each of the PLC Cluster leads, including processing all required tax documents.
- Work with CTE Directors at NH Regional CTE Centers to provide detailed information about benefits of CTE teacher participation in PLC trainings.
- Conduct five (5) PLC Cluster training sessions for CTE teachers per year, facilitated by the 16 PLC Cluster leads.
- Conduct two (2) leadership training sessions for PLC Cluster leads per year, facilitated by the subcontracted facilitator.
- Create and use evaluation tools to determine future professional development needs for high school CTE teachers.
- Communicate with designated points of contact at NH DOE to share information about ongoing PLC Cluster trainings at regular intervals, at least twice per invoicing period.
- Communicate with designated points of contact at NH DOE to coordinate CTE competency review work conducted by members of the PLC selected by NH DOE to conduct such work, outside of the 10 training sessions outlined in this agreement.
- Submit invoices in a timely manner to NH DOE at three points during the project period:
  - August 2022
  - January 2023
  - August 2023
- Submit, in conjunction with each invoice, a report including the following:
  - 1.) Number of CTE teachers participating in PLC Clusters
  - 2.) A narrative, outlining topics covered by the PLC Clusters during trainings; and
  - 3.) Additional professional development needs shared by CTE teachers during PLC Cluster trainings.

Contractor Initials

Date 2/10/22

EXHIBIT C

Method of Payment

Budget:

Item	FY22	FY23
10 PLC Meetings, 2 Leadership Sessions, 16 PLC leads at \$1,000 per lead, stipends paid upon completion of meetings and sessions	\$16,000.00	\$16,000.00
Facilitator Stipend, 2 Leadership Sessions, with planning and ongoing consultation with PLC leads as needed	\$5,000.00	\$5,000.00
Yearly cost for LibGuides subscription	\$500.00	\$500.00
Indirect Costs	\$1,000.00	\$1,000.00
Total	\$22,500.00	\$22,500.00

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$45,000.00

**Source of Funding:** Funds to support this request are available in the account titled CTE VOC ED-Federal for FY22, and FY23, with the authority to adjust encumbrances amongst Fiscal Years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

06-56-56-562010-40260000-072-502649 Grants Federal                      FY 22      FY 23  
\$22,500.00      \$22,500.00

**Method of Payment:** Payment is to be made on the basis of invoices outlined below, which are supported by a summary of completed deliverables, as outlined by budget line, 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 reports shall be submitted to:

Jeffrey Beard, Deputy State Director for Career and Technical Education  
NH DOE  
25 Hall Street  
Concord, NH 03301

Contractor will submit invoices upon completion of work by PLC Cluster Leads and facilitator, on the following schedule:

- Invoice 1: August 2022
- Invoice 2: January 2023
- Invoice 3: August 2023

Contractor Initials JRH  
Date 2/15/22

## 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.

Contractor Initials RH  
Date 2/10/22

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. Does 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 DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE 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.

Contractor Initials JKH  
Date 2/10/22

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 (<http://www.whitehouse.gov/omb/grants/sfilin.pdf>).
- 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 DOE 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.

Contractor Initials JRH  
Date 2/10/22

## 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 DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. 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 DOE 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 DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, 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 DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE 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 DOE 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 DOE or subcontracted with the Contractor.

#### **Ownership of Intellectual Property**

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE 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 DOE.

Contractor Initials JRH  
Date 2/10/22

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CAREER AND TECHNICAL ADMINISTRATORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 23, 2004. 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: 465438

Certificate Number: 0005671647



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of February A.D. 2022.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF VOTE

The New Hampshire Career and Technical Administrators Association do hereby certify that the President Jennifer Haskins is hereby authorized for and on behalf of this organization to enter into a contract with the State of New Hampshire at the boards approval.

Vice President Printed Name: Michele Halligan-Foley

Vice President Signature: Michele Halligan-Foley

President Printed Name: Jennifer R Haskins

Presidents Signature: Jennifer R Haskins

Certificate of Attestation

I, Michele Halligan - Foley, hereby certify that I am a duly appointed representative of New Hampshire CTE Administrators (NHCTA). I hereby certify that Jennifer Haskins, is duly authorized to execute contracts on behalf of New Hampshire CTE Administrators (NHCTA) and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the organization.

Dated: 2-2-22

Attest: Michele Halligan - Foley  
(Name & Title) NHCTA 1st - President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2022

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 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).

<b>PRODUCER</b> E & S INSURANCE SERVICES LLC 04041160 PO BOX 7425 GILFORD NH 03247	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (603) 293-2791 (A/C, No, Ext):	<b>FAX</b> (603) 293-7188 (A/C, No):
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A:</b> Hartford Underwriters Insurance Company	30104	
<b>INSURED</b> NEW HAMPSHIRE CAREER TECHNICAL PO BOX 3921 CONCORD NH 03302-3921	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			[REDACTED]	02/11/2022	02/11/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Employment Practices Liability Insurance			[REDACTED]	02/11/2022	02/11/2023	Each Claim Limit \$25,000 Annual Aggregate Limit \$25,000

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

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> NH DOE Bureau of Career Development Jeffery Beard 25 HALL ST CONCORD NH 03301	<b>CANCELLATION</b> 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 <i>Susan D. Castaneda</i>

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