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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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Concord, N.H. 03301
TEL. (603) 271-3495
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January 11, 2024

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 The Institute for Excellence in Education (VC# 401514), Mount Pleasant, Michigan in an amount not to exceed \$22,500 to provide a comprehensive review of charter school RSAs, laws, and regulations to identify inconsistencies and make recommendations for improvement, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025, with the authority to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office, if needed and justified.

06-56-54-567010-24500000 CHARTER SCHOOL START UP GRANT

Fiscal Year	Class/Account	Class Title	Total Amount
2024	102-500731	Contracts for Program Services	\$20,000
2025	102-500731	Contracts for Program Services	\$2,500
Total:			\$22,500

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. As part of this grant project, we have a stated objective to “strengthen and support authorizer quality and promote adoption of best practices for authorizers”. NHED stated in their approved grant project that a vendor would be secured to assist in rebuilding the authorization system as one measure of performance toward meeting our objective. The statutes and administrative rules that govern charter schools have been amended somewhat since their inception, however, they have not been reviewed for clarity or practicality as schools have matured.

The goal of the project is to identify areas of inconsistency between the RSAs and administrative rules, specifically New Hampshire Administrative Rules for Education, Ed 318 Chartered Public Schools (Ed 318) and New Hampshire Statutes, Title XV: Education, Chapter 194-B Chartered Public Schools (194-B) (RSA), and obtain recommendations for improvement to eliminate conflicts, improve clarity and adherence to generally accepted best practices. Through this contract, the consultant will provide an annotated list of areas to improve including, but not limited to, areas that conflict or contradict, are vague or unclear, are burdensome or lack adequate oversight, along with recommendations to inform future efforts to refine and revise the statutes and administrative rules aligned to generally accepted best practice. Services provided under this agreement are at the sole direction and discretion of the NHED. The Office of Charter Schools has sought a qualified vendor to provide a comprehensive overview of these areas, especially the areas around authorization and oversight of charter schools, to identify potential improvements and provide best practice recommendations.

NHED is seeking permission to contract with The Institute for Excellence in Education to perform this review and provide recommendations. Through this contract, the Office of Charter Schools, seeks to obtain a comprehensive list of proposed recommendations to current statutes and administrative rules that will streamline processes, improve oversight, and provide clarity to developing and operating charter schools.

The Institute for Excellence in Education provides a range of supports, tools, resources, and professional development for people and organizations in the charter community across the nation. To date, the organization has impacted the charter community in over 30 states. The Institute for Excellence in Education will conduct an analysis of charter school statute and regulation and create an annotated list of findings. They will also provide implementable recommendations to improve current statutes and regulations, along with a final comprehensive report.

A Request for Proposals (RFP) was advertised on the Department of Education website on April 5, 2023, with a deadline for proposals of May 12, 2023.

A review committee comprised of the Administrator of the Charter School Program, the Charter School Program Grant Administrator, and the Charter School Program Grant Specialist reviewed the proposals received by the deadline (Attachment A). Based on the review, the team recommends funding The Institute for Excellence in Education.

The outcome NHED would like to achieve with this contract is to have recommendations for improved clarity, guidance on oversight, and streamlined processes for the authorization of charter schools in New Hampshire so we may present them to the appropriate governing bodies to strengthen our system and allow for more high-quality and diverse school options.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet
The Institute for Excellence in Education

Name of Bidders	Proposed Fee
The Institute for Excellence in Education	\$22,340
Venn Education	\$30,500
B. Feit Insight LLC	\$38,500
WestEd	\$74,000
Public Consulting Group	\$95,500
Resultant	\$198,763

Reviewer Name	Title
Tal Bayer	Charter School Office Administrator
Kasey Silva	Charter School Grant Program Administrator
Liz Thibeault	Charter School Grant Program Specialist

Proposal Criteria in the RFP

Requirement	Description	Potential Score
Approach and Scope	Should be detailed enough to demonstrate how vendor will meet the goals of the project. Approach and scope should fully relay what will be delivered and justify the cost. Should demonstrate methods that are likely to meet the needs of the agency.	60
Schedule of Delivery	Should clearly outline project milestones and specify an overall anticipated project deliver date.	60
Experience	Vendor demonstrates the team's qualifications and experience providing similar services to similar agencies. Evidence of at least 5 projects is provided and shows successful outcomes for previous clients.	105
Proposed Fee	Vendor must provide lump sum fee proposal to perform scope of services outlined. Fee will be evaluated on clarity and reasonableness compared to scope of services and other vendor's pricing.	75
Maximum Score		300

Proposals Received and Scored

	The Institute for Excellence in Education	Venn Education	WestEd	B. Feit Insight LLC	Public Consulting Group	Resultant
<u>Overall Score</u>	250	240	225	190	165	165

	Approach and Scope	Schedule of Delivery	Experience	Proposed Fee	Overall Score
The Institute for Excellence in Education	50	45	90	65	250
Venn Education	60	60	65	55	240
WestEd	45	45	95	40	225
B. Feit Insight LLC	35	40	65	50	190
Public Consulting Group	45	30	65	25	165
Resultant	40	60	65	0	165

Review Process

A committee of three reviewers performed an independent review of all six (6) 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 June 7, 2023.

The review team met on June 14, 2023, to share rubrics and determine if there were any outlying scores and found none to affect scoring. The criteria scores were entered into a spreadsheet where each vendor's final score was totaled. The Institute for Excellence in Education, had the overall highest score and was selected for a contract to be presented to the Governor and Executive Council.

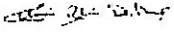
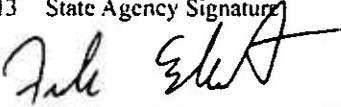
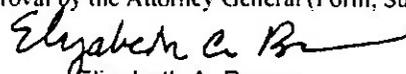
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 The Institute for Excellence in Education		1.4 Contractor Address 711 W Pickard St. STE M Mount Pleasant, Michigan. 48858-1587	
1.5 Contractor Phone Number (202) 812-2839	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Kasey Silva		1.10 State Agency Telephone Number (603) 271-3749	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Naomi DeVeaux, Partner	
1.13 State Agency Signature 		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  Elizabeth A. Brown On: 2/5/2024			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting 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.

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.

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.

**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).

Contract between The Institute for Excellence in Education and the New Hampshire Department of Education

Contractor Initials mm
Date 1/5/24

EXHIBIT B SCOPE OF SERVICES

Definitions

- 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.
- Consultant, Vendor or Contractor: The Institute for Excellence in Education
- Ed or Administrative Rule: Section of educational rules that are applicable to charter schools (Ed 318)
- OCS: New Hampshire Department of Education Office of Charter Schools
- NHED: New Hampshire Department of Education
- RSA: Revised Statutes Annotated
- Visioning Session: Introductory meeting or kick off meeting.

Deliverables

Task 1: Visioning Session

The consultant will hold an introductory session with the New Hampshire Department of Education (NHED) Office of Charter Schools (OCS) staff to understand the charter landscape, the agency's values and desired outcomes, and current practices, both written and unwritten. At this session, the consultant, working with OCS, will develop the project timeline, project milestones, a schedule for regular check-ins so OCS can conduct appropriate oversight. This session will be held in person or virtually at the discretion of OCS staff and may include stakeholders, at OCS's discretion.

Task 2: Review and Analysis of the New Hampshire Charter Law, Revised Statutes Annotated, and Administrative Rule

The consultant will conduct a thorough review of the New Hampshire Statutes, Title XV: Education, Chapter 194-B Chartered Public Schools, and the New Hampshire Administrative Rules for Education, Ed 318 Chartered Public Schools. This review will be annotated for transparency and clarity. The consultant will focus on areas regarding new school applications and chartering, first-year audit, three-year review milestones, and five-year renewals. The consultant will also note areas of oversight that are contradictory, vague, unclear, or altogether missing. The consultant will ensure there is alignment with federal program guidance and will annotate areas that may cause undue burden on schools, and areas that may be out of line with current best practices.

Task 3: Annotated List to Ensure Proper Oversight and Accountability

The consultant will create annotated lists for each of the following areas:

- New school charter approval
- First-year audits
- Three-year review milestones
- Five-year renewals

Each annotated list will include findings in the following categories:

Contract between The Institute for Excellence in Education and the New Hampshire Department of Education

Contractor Initials ME
Date 1/5/24

EXHIBIT B CONTINUED

- Areas that may cause undue burden and barriers
- Areas that are contradictory
- Areas that are vague
- Areas that are in federal program guidance or in practice and are missing
- Areas that are best practices nationally that are missing
- Areas that could be improved to produce the desired outcomes as defined by OCS during the visioning session

Task 4: Recommendations

For each of the areas identified, the consultant will provide reasonable and implementable recommendations. These recommendations will be chosen to meet the desired charter landscape for New Hampshire. The process for creating the recommendations may include staff discussions and a review of current practices. Recommended language will also be provided for inclusion in the RSA or Administrative Rule and a final comprehensive report will be created in a format determined by the OCS (PowerPoint, table, narrative, red-lined document, etc.). A draft will be provided to OCS for discussion and refinement prior to final submission. If requested by the Department, the consultant will attend a support meeting with NHED leadership to present the recommendations in person.

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.”

Contract between The Institute for Excellence in Education and the New Hampshire Department of Education

Contractor Initials MM
Date 1/5/24

**EXHIBIT C
METHOD OF PAYMENT**

Budget:

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

Item	Cost	Units	Contract Maximum
Task 1: Visioning Session	\$2,400	N/A	\$2,400
Task 2: Review of Laws and Administrative Rules	\$6,000	N/A	\$6,000
Task 3: Annotated Lists of Areas of Improvement	\$3,600	N/A	\$3,600
Task 4: Recommendations for Improvement	\$3,600	N/A	\$6,000
Project Management and Support Meetings	\$500 per meeting	3	\$1,500
Direct Expenses (travel)	TBD	TBD	\$3,000
Total			\$22,500

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 \$22,500.

Funding Source:

Funds are available in the following account for Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office, if needed and justified.

06-56-54-567010-24500000 CHARTER SCHOOL START UP GRANT

Fiscal Year	Class/Account	Class Title	Total Amount
2024	102-500731	Contracts for Program Services	\$20,000
2025	102-500731	Contracts for Program Services	\$2,500
Total:			\$22,500

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 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

Contract between The Institute for Excellence in Education and the New Hampshire Department of Education

Contractor Initials MM
Date 1/5/24

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.

Revised June 2022

Contractor Initials *MM*
Date *11/20/24*

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 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.

Revised June 2022

Contractor Initials MM
Date 1/5/24

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 June 2022

Contractor Initials MM
Date 1/5/24

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 June 2022

Contractor Initials *MM*
Date *1/5/24*

Corporate Resolution

I, James Goenner, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
The Institute for Excellence in Education. 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 , 20 ,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Naomi DeVeaux, Partner (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

The Institute for Excellence in Education 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: 1/3/24

ATTEST: James Goenner President & CEO
(Name & Title)

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 THE INSTITUTE FOR EXCELLENCE IN EDUCATION is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on September 04, 2023. 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: 941231

Certificate Number: 0006328894



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2023.

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

David M. Scanlan
Secretary of State



INSTFOR-01

JSTEPHENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2023

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(les) 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 General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	CONTACT NAME: Julie Stephens PHONE (A/C, No, Ext): (989) 817-4245 E-MAIL ADDRESS: jstephens@ga-ins.com	FAX (A/C, No): (989) 772-1855
	INSURER(S) AFFORDING COVERAGE	
INSURED The Institute for Excellence in Education National Charter Schools Institute 711 W Pickard St, Ste M Mt Pleasant, MI 48858-1587	INSURER A: EMC Property & Casualty Co NAIC # 25186	
	INSURER B: Employers Mutual Casualty Co 21415	
	INSURER C: United States Liability Insurance Co 25895	
	INSURER D: ACE American Insurance Company 22667	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			[REDACTED]	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Pers/Adv Injury \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			[REDACTED]	3/19/2023	3/19/2024	Each Claim \$ 5,000,000
D	Cyber Liability			[REDACTED]	4/12/2023	4/12/2024	Per Incident \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retro-Active Date: 3/19/2012
Cyber Liability Retro-Active Date: 4/12/2012

CERTIFICATE HOLDER New Hampshire Dept of Education Division of Education Analytics & Resources 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 
--	--

The Institute for Excellence in Education

Mission

The Institute for Excellence in Education within the National Charter Schools Institute is a mission-driven, 501(c)3 nonprofit organization whose core purpose is to inspire and democratize excellence in education.

Our team is made up of passionate professionals who thrive on empowering people to grow and achieve more than they think possible. We know education. We've served as teachers, school leaders, board members, authorizers, association executives, and leaders of business and technology. We believe in the transformative power of education, and we want all people to have the opportunity to learn, grow, and reach their full potential.

The Institute for Excellence in Education is a values-driven, mission-focused organization that believes in the transformative power of education. We pursue excellence and want our IMPACT to be distinctive, dynamic, and enduring. This is why our team is composed of passionate professionals – people who embrace and strive to live our values and let them guide and measure our behaviors, decisions, and actions. This is what you should expect from us.

I We value **INTEGRITY**.

- We are humble, competent, authentic, equitable, and honest.
- We understand our words hold meaning and take full responsibility for our actions.
- We are reliable and follow through on our commitments.
- We promote opportunity for all.

M We value **MEANINGFUL WORK & RELATIONSHIPS**.

- We understand our strategy, our partners, and the ecosystem in which we work.
- We are forward looking and focus on things that will have an enduring impact.
- We are curious and eager to learn and grow.
- We focus on results over process.

P We value the **PASSIONATE PURSUIT OF EXCELLENCE**.

- We bring positive energy and a can-do mindset to our work.
- We embrace obstacles and find ways to overcome them.
- We go the extra mile and always keep our promises.

A We value being **ALL-IN**.

- We believe in our mission and truly care about our teammates and those we serve.
- We take care of ourselves so we can better serve others.
- We listen and dig deeper to find meaningful solutions.
- We own our failures and learn from them.

C We value being **CREATIVE & COURAGEOUS**.

- We courageously challenge the givens to propel equity, excellence, and opportunity.
- We are flexible and adaptable.
- We seek to understand and learn from others.
- We look for root causes and go beyond treating symptoms.

T We value being a **TEAM**, engaging in **NOBLE WORK** and **LIFTING UP ALL KIDS**.

- We get to know our teammates and develop relationships of trust and respect.
- We encourage ideas, diverse perspectives, and are open to feedback.
- We put the goals of our team and our partners ahead of our own.
- We presume positive intentions and confront conflict with dignity and grace.
- We are willing to try new approaches to improve our efficiency and effectiveness.

Board of Directors

Jim Barrett, Chair

Sheree Speakman, Vice Chair

Gerald Pall, Treasurer

Carolyn McKanders

Richard Bergmann

Robert Davies, Ph.D.

Toby Roth

Robert Young, Jr.

James N. Goenner, Ph.D., President, and CEO

Jill K. Urban, Chief of Staff/ Secretary to the Board

The Institute for Excellence in Education

Financial Statements

June 30, 2023 and 2022



YEO & YEO

**BUSINESS SUCCESS
PARTNERS**

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Statement of Functional Expenses	5
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Independent Auditors' Report

Management and the Board of Directors
The Institute for Excellence in Education
Mt. Pleasant, Michigan

Opinion

We have audited the accompanying financial statements of The Institute for Excellence in Education, which comprise the statement of financial position as of June 30, 2023, and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Institute for Excellence in Education as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Institute for Excellence in Education and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Adoption of New Accounting Standards

As described in Note 1 to the financial statements, The Institute for Excellence in Education changed its method of accounting for leases as required by the provisions of FASB Accounting Standards Updates relating to FASB ASC 842, *Leases*. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Institute for Excellence in Education's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Institute for Excellence in Education's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Institute for Excellence in Education's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Yeo & Yeo, P.C.

Alma, Michigan
August 23, 2023

The Institute for Excellence in Education
Statement of Financial Position
June 30, 2023 and 2022

	2023	2022
Assets		
Current assets		
Cash	\$ 1,407,221	\$ 1,207,746
Accounts receivable	701,037	558,677
Accounts receivable - related party		
Central Michigan University	90,910	90,910
The Center for Charter Schools	24,200	23,100
Inventory	59,339	67,058
Prepaid expenses	214,103	203,441
Total current assets	2,496,810	2,150,932
Property and equipment, net	22,791	24,680
Intangible assets, net	3,541,640	3,440,625
Goodwill, net	-	137,044
Right of use asset - operating lease, net	274,890	-
Total assets	\$ 6,336,131	\$ 5,753,281
Liabilities and net assets		
Current liabilities		
Accounts payable	\$ 224,313	\$ 221,742
Accrued liabilities	416,564	443,781
Compensated absences	154,415	158,371
Deferred revenue	315,066	132,442
Operating lease obligation, current portion	64,818	-
Total current liabilities	1,175,176	956,336
Operating lease obligation, net of current portion	210,941	-
Total liabilities	1,386,117	956,336
Net assets		
Without donor restrictions	4,950,014	4,796,945
Total liabilities and net assets	\$ 6,336,131	\$ 5,753,281

See Accompanying Notes to the Financial Statements

The Institute for Excellence in Education
Statement of Activities
For the Years Ended June 30, 2023 and 2022

	2023	2022
Operating revenue and other support		
State appropriation - related party		
Central Michigan University	\$ 500,000	\$ 500,000
Service revenue	5,563,776	5,822,721
Federal grants	524,467	930,282
Contributions	804,187	531,096
Book revenue, net of cost of goods sold	2,463	13,226
Other revenue	19,298	7,264
Interest income	15,381	1,567
Debt forgiveness	-	627,261
Loss on disposal of property, equipment, and intangible assets	(408)	(33)
Total operating revenue and other support	7,429,164	8,433,384
 Expenses		
Program service	6,394,632	7,147,000
Management and general	881,463	854,615
Total expenses	7,276,095	8,001,615
 Change in net assets	153,069	431,769
 Net assets - beginning of period	4,796,945	4,365,176
 Net assets - end of period	\$ 4,950,014	\$ 4,796,945

See Accompanying Notes to the Financial Statements

The Institute for Excellence in Education
Statement of Functional Expenses
For the Years Ended June 30, 2023 and 2022

	2023			2022		
	Program Service	Management and General	Total	Program Service	Management and General	Total
Compensation	\$ 2,935,510	\$ 460,020	\$ 3,395,530	\$ 3,357,800	\$ 433,373	\$ 3,791,173
Benefits	583,944	134,331	718,275	605,365	134,247	739,612
Payroll taxes	211,186	35,377	246,563	242,268	33,724	275,992
Occupancy	64,747	11,390	76,137	94,087	11,986	106,073
Cost of goods sold	1,070	-	1,070	2,110	-	2,110
Legal	5,923	-	5,923	9,741	-	9,741
Accounting	-	19,526	19,526	-	19,325	19,325
Services and fees	670,135	110,683	780,818	1,091,012	132,497	1,223,509
Supplies and other	261,669	40,257	301,926	273,481	41,334	314,815
Telephone	29,952	5,269	35,221	25,876	3,297	29,173
Marketing	69,682	12,258	81,940	59,473	7,577	67,050
Travel	256,672	37,500	294,172	191,662	22,885	214,547
Bad debt	17,244	3,033	20,277	1,476	188	1,664
Depreciation and amortization	1,287,968	11,819	1,299,787	1,194,759	14,182	1,208,941
Total expenses by function	<u>6,395,702</u>	<u>881,463</u>	<u>7,277,165</u>	<u>7,149,110</u>	<u>854,615</u>	<u>8,003,725</u>
Less expenses included in revenues in the statement of activities:						
Cost of goods sold	<u>(1,070)</u>	<u>-</u>	<u>(1,070)</u>	<u>(2,110)</u>	<u>-</u>	<u>(2,110)</u>
Total expenses included in the expenses section on the statement of activities	<u>\$ 6,394,632</u>	<u>\$ 881,463</u>	<u>\$ 7,276,095</u>	<u>\$ 7,147,000</u>	<u>\$ 854,615</u>	<u>\$ 8,001,615</u>

See Accompanying Notes to the Financial Statements

The Institute for Excellence in Education
Statement of Cash Flows
For the Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Change in net assets	\$ 153,069	\$ 431,769
Items not requiring cash		
Depreciation and amortization	1,299,787	1,208,941
Bad debt expense	20,277	1,664
Loss on disposal of property, equipment, and intangible assets	408	33
Debt forgiveness	-	(627,261)
Changes in operating assets and liabilities		
Accounts receivable	(162,637)	74,699
Accounts receivable - related party		
The Center for Charter Schools	(1,100)	(15,700)
Inventory	7,719	(6,822)
Prepaid expenses	(10,662)	(38,480)
Accounts payable	(115,439)	(54,922)
Accrued liabilities	(27,217)	86,401
Operating lease assets and liabilities	869	-
Compensated absences	(3,956)	(753)
Deferred revenue	182,624	10,851
Net cash provided by operating activities	1,343,742	1,070,420
Cash flows from investing activities		
Purchases of property and equipment	(10,957)	(22,071)
Purchases of intangible assets	(1,133,310)	(1,044,630)
Net cash used by investing activities	(1,144,267)	(1,066,701)
Net change in cash	199,475	3,719
Cash - beginning of period	1,207,746	1,204,027
Cash - end of period	\$ 1,407,221	\$ 1,207,746
Supplementary information		
Cash paid for interest	\$ -	\$ 1,110
Supplementary schedule of non-cash investing activities		
Intangible assets acquired through trade accounts payable	\$ 118,010	\$ 93,010
Building space leased through operating lease	\$ 338,670	\$ -

See Accompanying Notes to the Financial Statements

The Institute for Excellence in Education
Notes to the Financial Statements
June 30, 2023 and 2022

Note 1 - Summary of Accounting Policies

The Institute for Excellence in Education ("Institute"), is a Michigan nonprofit corporation that has an affiliation with Central Michigan University through shared board governance.

The Institute is dedicated to inspiring hearts and minds and delivering world class programs, tools and services that help people win for kids. The Institute provides coaching, consulting, professional development, training, technical assistance, publications and software services to a variety of educational organizations across the nation.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net assets with donor restrictions – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

The Institute reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is

recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash

The Institute maintains cash at financial institutions, which are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain amounts. The actual bank balances amounted to \$1,409,922 and were fully insured by the FDIC.

Accounts Receivable

Accounts receivable are stated at the outstanding principal balance adjusted for any charge-offs and the allowance for doubtful accounts. Management determines the allowance for doubtful accounts based on an evaluation of receivables, past and recent experience, current economic conditions, and other pertinent factors.

Inventory

Inventory, which consists of books and other media, is stated at the lower of cost or net realizable value, determined by the first-in, first-out (FIFO) method.

The Institute for Excellence in Education
Notes to the Financial Statements
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Property and Equipment

Property and equipment is stated at cost when purchased or fair value when donated. Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. The Institute's capitalization policy is \$1,000. Depreciation is computed using the straight-line method over the related assets' estimated useful lives, which are as follows.

Furniture	7 years
Equipment	3 – 10 years

Intangible Assets

Intangible assets are recorded at the cost to acquire the assets and are amortized over the defined life of the assets once the Institute has received the copyright on the assets. The defined life is between three and forty years.

Goodwill

The Institute purchased Corporate Computer, Inc. on February 29, 2012 for an amount in excess of the fair market value of its assets. This resulted in goodwill being recorded in the amount of \$1,370,442. Each year management analyzes goodwill to make sure that it has not been impaired since goodwill is not amortized. Impairment losses, if any, are recorded in the year the impairment is determined. There was no impairment loss for the years ended June 30, 2023 and 2022. Goodwill is amortized over a life of ten years.

Leases

The Institute leases building space. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed. Finance leases are contracts that have characteristics that make them similar to the purchase of the

underlying asset. Operating leases are contracts that allow for the use of the underlying asset but there is no ownership transfer at the end of the lease.

Right of use assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments. Right of use assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Institute's lease terms may include options to extend or terminate the lease when it is reasonably certain that option will be exercised. The weighted-average discount rate is based on the discount rate implicit in the lease. The Institute has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Institute has applied the risk-free rate option to the building and office equipment classes of assets.

Operating lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Institute has made the accounting policy election to combine lease and nonlease components to account for a single lease.

Revenue and Deferred Revenue Recognition

Revenue is recognized when earned. Program service fees are deferred to the applicable period in which the performance obligations are met. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

Advertising

The Institute expenses advertising costs the first time the advertising occurs. Advertising expense for the years ended June 30, 2023 and 2022 was \$81,940 and \$67,050, respectively.

The Institute for Excellence in Education
Notes to the Financial Statements
June 30, 2023 and 2022

Income Taxes

The Institute is a nonprofit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (the Code) and comparable state and local taxes. The organization has been classified as a publicly supported organization that is not a private foundation under Section 509(a) of the Code. The organization files information returns in the U.S. federal jurisdiction.

Functional Expenses

The costs of providing program and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among program services and supporting services benefited. Such allocations are determined by management on an equitable basis.

Compensation, benefits, payroll taxes, occupancy, services and fees, supplies and other, telephone, marketing, bad debt and inventory writedowns are allocated based on time and effort.

Concentrations

Central Michigan University passes through an annual appropriation from the State of Michigan to the Institute. The Institute continues developing new revenue streams so that the impact of the presence or absence of the appropriation would be minimized; however, if the appropriation were to be eliminated at this time, the impact would be material to the Institute. The appropriation was \$500,000 for the years ended June 30, 2023 and 2022. Beginning July 1, 2023, it is expected that Central Michigan University will no longer provide this appropriation.

Date of Management's Review

Management has evaluated subsequent events through August 23, 2023, which is the date the financial statements were available to be issued.

Adoption of New Accounting Standards

The Institute adopted FASB Topic 842, *Leases*, as of the beginning of the year ended June 30, 2023. This has been adopted using the

modified retrospective approach, which restates the balances as of the date of adoption. Since lease liabilities equal the related right to use assets, no change to beginning net assets was necessary.

The Institute elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the Institute to carry forward the historical lease classification. In addition, the Institute elected the practical expedient to use hindsight in determining the lease term for existing leases, which resulted in shortening the lease terms for certain existing leases and the useful lives of corresponding leasehold improvements as certain options to renew were not reasonably certain.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	<u>2023</u>	<u>2022</u>
Cash	\$ 1,407,221	\$ 1,207,746
Accounts receivable	701,037	558,677
Accounts receivable - related party	115,110	114,010
	<u>\$ 2,223,368</u>	<u>\$ 1,880,433</u>

The Institute does not have a policy in place to manage liquidity. Informally, management's goal is to maintain enough liquid assets to cover the following month's expenses. The Institute does have a \$750,000 line of credit available to meet cash flow needs.

The Institute for Excellence in Education
Notes to the Financial Statements
June 30, 2023 and 2022

Note 3 - Conditional Promises to Give

The Institute has received conditional promises to give related to federal grants. Payment of the grants are contingent upon spending the funds for the designated allowable purpose and various compliance requirements in accordance with 2 CFR 200. The conditional contributions consisted of the following:

Condition / Grant Purpose	Total Contract / Grant Amount	Spent as of June 30, 2023	Conditional Contribution
The A-Game project - Advancing Great Authorizing and Modeling Excellence	\$ 2,391,962	\$ 416,203	\$ 1,975,759

Note 4 - Revenue from Contracts with Customers

The following summarizes revenue from contracts from customers for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Service revenue	\$ 5,563,776	\$ 5,822,721
Book revenue, net of cost of goods sold	<u>2,463</u>	<u>13,226</u>
	<u>\$ 5,566,239</u>	<u>\$ 5,835,947</u>

The following summarizes bad debt expense for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Bad debt expense on receivables of contracts with customers	<u>\$ 20,277</u>	<u>\$ 1,664</u>

The following summarizes revenue from contracts with customers for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Revenue earned at a point in time	\$ 2,091,529	\$ 2,406,787
Revenue earned over time	<u>3,474,710</u>	<u>3,429,160</u>
	<u>\$ 5,566,239</u>	<u>\$ 5,835,947</u>

Revenue earned over time consists of Epicenter hosting, FIM Mathematics, and coaching and consulting services. Epicenter hosting and FIM Mathematics provide the customer with access to a particular software over the course of a specified time period, typically one year. For coaching and consulting services, certain customers enter into a contract that grants monthly access to the Institute's leaders for coaching and consulting services. Payment terms vary depending on the payment requirements set forth in the contract. The performance obligations for these contracts are satisfied, and revenue is recognized, over the life of the agreement. The transaction price for Epicenter hosting is a flat rate per school. The transaction price for coaching and consulting services varies depending on the nature of services to be provided, and the size of the schools being serviced, and is calculated using the most likely value method. Adjustments made to revenue based on historical collection experience are considered variable consideration.

Revenue earned at a point in time consists of various services, including board services, coaching and consulting, seminars and trainings, and book sales. The payment terms vary depending on the type of service provided based on set fee schedules and individual contract terms. Performance obligations are considered to be satisfied when the particular service has been completed, or when goods have been delivered to the customer. The receivable is due upon completion of the service provided or upon delivery of goods. The transaction price varies depending on the type of service being provided or the particular product being purchased and is calculated using the most likely value method. Adjustments made to revenue

The Institute for Excellence in Education
Notes to the Financial Statements
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based on historical collection experience are considered variable consideration.

The following summarizes contract assets and contract liabilities as of:

	July 1, 2021	June 30, 2022	June 30, 2023
Accounts receivable	\$ 515,909	\$ 511,019	\$ 653,379
Accounts receivable - related party The Center for Charter Schools	7,400	23,100	24,200
Total contract assets	\$ 523,309	\$ 534,119	\$ 677,579
Deferred revenue	\$ 121,591	\$ 132,442	\$ 315,066

Note 5 - Property and Equipment

Property and equipment consists of the following:

	2023	2022
Furniture	\$ 93,840	\$ 93,840
Equipment	116,794	114,107
	210,634	207,947
Less: accumulated depreciation	(187,843)	(183,267)
Property and equipment, net	\$ 22,791	\$ 24,680
Depreciation expense	\$ 12,438	\$ 12,420

Note 6 - Intangible Assets and Goodwill

Intangible assets consist of the following:

	2023	2022
Board policies & administrative guidelines	\$ 151,473	\$ 151,473
CSBU book development	8,035	8,035
CSBU 2nd edition book development	6,149	6,149
<i>The Seven Outs</i> book development	16,171	16,171
<i>Governing for Greatness</i> book development	10,000	10,000
Virtual Board Policy Web page system	138,074	138,074
Board policies & administrative guidelines improvements	55,431	55,431
OBX	56,875	56,875
Websites	29,300	17,000
Epicenter	9,732,776	8,532,976
Board policy program	21,890	21,890
Other developed software and miscellaneous	316,378	316,378
Intangible asset in process	233,341	194,120
	10,775,893	9,524,572
Less accumulated amortization	(7,234,253)	(6,083,947)
Intangible assets, net	\$ 3,541,640	\$ 3,440,625

Epicenter is a web-based tool for schools, boards, authorizers, service providers, and associations. A 24/7/365 software system, Epicenter positions teams to view and share information, automate workflow and reporting, monitor compliance, make informed decisions, and demonstrate results.

The Institute for Excellence in Education
Notes to the Financial Statements
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The estimated future amortization expense is as follows:

<u>Year Ending June 30,</u>	
2024	\$ 1,116,476
2025	981,950
2026	658,663
2027	369,528
2028	132,759
Thereafter	282,264
	<u>\$ 3,541,640</u>

Goodwill consists of the following:

	<u>2023</u>	<u>2022</u>
Goodwill	\$ 1,370,442	\$ 1,370,442
Less: accumulated amortization	<u>(1,370,442)</u>	<u>(1,233,398)</u>
Goodwill, net	<u>\$ -</u>	<u>\$ 137,044</u>

Amortization expense is as follows:

	<u>2023</u>	<u>2022</u>
Intangible assets	\$ 1,150,305	\$ 1,059,477
Goodwill	137,044	137,044
Total amortization expense	<u>\$ 1,287,349</u>	<u>\$ 1,196,521</u>

Note 7 - Line of Credit

The Institute executed an agreement with the bank which provided for secured borrowings of up to \$750,000 through October 5, 2023. The line of credit is secured by all assets of the Institute. The line of credit has a variable interest rate, calculated at a rate of 0.500 percentage points over the Wall Street Journal Prime Rate. For the years ended June 30, 2023 and 2022, the outstanding balance was \$0.

Note 8 - Notes Payable

The Institute received a Paycheck Protection Program (PPP) Loan of \$624,905 funded by the Federal government through the Small Business Administration during the year ended June 30, 2021. The PPP loan and any accrued interest are forgivable after twenty-four weeks as long as the borrower meets certain criteria. The loan proceeds must be used for eligible purposes, including payroll, health insurance, retirement plans, state and local taxes assessed on employee compensation, mortgage interest, rent, and utilities. The criteria also reduces loan forgiveness for certain reductions in salaries or reductions in FTEs.

Final forgiveness was determined by the SBA for the first PPP loan in February 2022. Accordingly, \$627,261 of gain on extinguishment of debt has been realized in these financial statements for the year ended June 30, 2022.

Note 9 - Leases

The Institute leases building space under a long-term non-cancelable operating lease agreement. The lease expires in 2027 and provides two one-year renewal options. The Institute includes in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised.

The Institute has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. The Institute elected to combine lease and non-lease components for building space leases.

Total lease costs for the year ended June 30, 2023 were \$72,869. Cash paid for amounts included in the measurement of operating lease liabilities through operating cash flows for the year ended June 30, 2023 were \$72,000.

The Institute for Excellence in Education
Notes to the Financial Statements
June 30, 2023 and 2022

For the year ended June 30, 2023, the weighted-average remaining lease term in years was 4.00 and the weight-average discount rate was 2.99% for operating leases.

The future minimum lease payments under noncancelable operating leases with terms greater than one year are listed below as of June 30, 2023:

2024	\$ 72,000
2025	72,000
2026	73,440
2027	<u>74,904</u>
Total lease payments	292,344
Less interest	<u>(16,585)</u>
Present value of lease liabilities	275,759
Less current portion	<u>(64,818)</u>
Long-term portion	<u>\$ 210,941</u>

Note 10 - Compensated Absences

Employees may accrue a maximum of 30 days (240 hours) of vacation leave. Unused vacation time may be carried forward to the next fiscal year. Employees terminating employment for any reason who have given at least two weeks' notice, are entitled to payment for all accrued, unused vacation time, calculated on a pro rata basis not to exceed a maximum of 20 days (160 hours). The liability for compensated absences at June 30, 2023 and 2022 was \$154,415 and \$158,371, respectively.

Note 11 - Retirement Plan

The Institute maintains a deferred compensation plan qualified under Section 403(b) of the Internal Revenue Code. Under this plan, employees are permitted to contribute a percentage of gross compensation into the retirement plan up to a maximum determined by the Internal Revenue Code. The Institute contributes ten percent of compensation for eligible employees. Contributions to this plan were \$276,158 and \$304,973 for the years ended June 30, 2023 and 2022, respectively.

Note 12 - Related Party Transactions

CMU passed through State appropriations in the amount of \$500,000 for the years ended June 30, 2023 and 2022. The outstanding receivable was \$90,910 at June 30, 2023 and 2022.

The Institute provides services to The Center for Charter Schools at CMU (The Center). Services to The Center totaled \$245,860 and \$229,130 for the years ended June 30, 2023 and 2022, respectively. The outstanding receivable was \$23,100 and \$7,400 at June 30, 2023 and 2022, respectively.

Note 13 - Commitments and Contingencies

Amounts received or receivable from grantor agencies are subjected to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of costs which may be disallowed by the grantor cannot be determined at this time although the Institute expects such amounts, if any, to be immaterial.

ATTACHMENT A

Naomi Rubin DeVeaux

Professional Experience

Partner

National Charter School Institute/The Institute for Excellence in Education, Mt. Pleasant Michigan

- Leading the A-GAME (Assessing: Global access, Academics, Mission, and Equity), originally a Charter Support Program National Dissemination Grant for alternative approaches to school accountability and now an initiative to change authorizing oversight nationally. Expanded influence from 11 to over 60 charter school authorizers and authorizer associations, published resources, an interactive warehouse of national alternative education data, and lead multiple convenings (in person and virtual) to support authorizers to change their practice.
- Initiated Authorizing for All (A4A), an equity-centered approach to authorizing to support the collective exploration and change in authorizing practices that are systemically racist. Over 30 authorizers participated in the first year.
- Contracted by authorizers, schools, and foundations including: Washington State Charter Commission to audit their performance, West Virginia Department of Education to create the state's first authorizer (FY2020 and 2022), Education Forward DC to help DC public charter schools during the national pandemic, Oklahoma Resource Center, a dozen authorizers from California to Ohio to Massachusetts to build strong performance frameworks, and a half dozen schools from Alabama to New York City to Utah build goals for continuous improvement.

Deputy Director

DC Public Charter School Board (DC PCSB), Washington, DC

- Lead the School Performance Department of 20 full time staff, ensuring the team collaboratively develops, implements and revises a suite of nationally recognized school performance tools, including evaluating the quality of public charter schools
- Advocate for high-quality schools in the District of Columbia by providing public testimony, written feedback on proposed government policies and rules, and through membership on committees, taskforces, and discussion groups
- Senior team member of our Race, Equity, Inclusion, and Diversity team, charged with creating an internal vision and examining the impact of our practices and policies on traditionally marginalized people
- National thought-leader on education
 - Present regularly on topics ranging from District-Charter collaboration, school discipline and climate, equity and diversity in enrollment, and evaluating school quality for prekindergarten to adult learners and alternative education at national conferences including: NACSA, National Alliance of Public Charter Schools, SXSW Edu, COABE, REL Mid-Atlantic, and the Alternative Accountability Policy Forum
 - Mentor new charter school authorizers and evaluate charter authorizer effectiveness for the National Association of Charter School Authorizers (NACSA)
- As primary fundraiser raised over \$1,000,000 from national foundations
- Initiatives established while at DC PCSB:
 - School Quality Reports: Annual report cards using multiple measures for student academic growth and achievement and school culture
 - Equity Reports: Annual reports addressing opportunity gaps among student populations in discipline, attendance, expulsions, and academic performance
 - Financial Analysis Report: Annual reports of schools' financial performance
 - Qualitative Site Reviews: Descriptive reports on school's instruction and culture based on classroom observations
 - Charter School Application and Rubric: Vetting process for groups applying to open public charter schools
 - Review and Renewal Reports: Reports determining a school's academic, financial, and legal status, resulting in a recommendation for school continuance or closure

Deputy Director [REDACTED]

(Promoted twice during tenure)

Friends of Choice in Urban Schools (FOCUS), Washington, DC

- Founded the Quality Schools and School Design and Development division of FOCUS, growing the staff from 3 to 12; lasting initiatives include:
 - School Quality Dashboard: First interactive, web-based tool that accurately and clearly presents DC's public school performance for analysis by parents, policy-makers, community members, and the charter authorizer
 - School Design and Development program: Interactive, in-person workshops for design groups to develop schools from conception to replication
 - DC Data Summit: Annual best practice conference, offering the rare opportunity for teachers and leaders from traditional and charter schools to share and learn from each other about data and accountability
- As primary fundraiser, raised raising over \$2,500,000 from national foundations to support FOCUS's work

English Department Chair [REDACTED]

SEED Public Charter School, Washington, DC

Literacy Coach and Department Chair [REDACTED]

Jordan High School, Long Beach Unified, CA

English Teacher [REDACTED]

Villa Park High School, Orange Unified, CA

Fellowships and Scholarships

- Pahara-Aspen Leadership Fellow (Group 16), The Aspen Institute [REDACTED]
- UC Irvine California Writing Institute Fellow [REDACTED]
- Fulbright Scholar, Riesa (former East) Germany [REDACTED]

Board and Coalition Memberships

- DC Bilingual PCS, Board member [REDACTED]
- National Charter School Equity Coalition member [REDACTED]
- National Authorizer Leadership team member, the Charter School Institute [REDACTED]
- Charter Board Partners, Board Member [REDACTED]
- Lumina Studio Theatre, Board Treasurer [REDACTED]
- Measurement of Educational Quality and Accountability (MEQA) Advisory Board Member

Sample Publications

- Charter School Boards Need to be Part of the Discipline Solution (EdExcellence, Jun 20, 2016)
- Honoring Our Contract: D.C.'s Effort to Ensure Equity in Public Education (CRPE, Mar 16, 2015)
- Inclusiveness, Simplicity, Flexibility, are Key to Next Generation Accountability (CRPE, Nov 18, 2014)
- Anecdotes Aren't Enough: An Evidence-Based Approach to Accountability for Alternative Charter Schools (NACSA, 2013)
- Choice without Options (AEI Outlook Series, Dec 2010; The Washington Post Op-ed, Jan 2, 2011)
- Supporting New Charter School Development Play Book (NAPCS, 2009)

Education

- M. Ed., Curriculum and Instruction, with a concentration on Adolescent Literacy [REDACTED], California State University, Long Beach, CA
- Teaching Credential in English, German [REDACTED], Chapman University, Orange, CA
- B.A., German Literature [REDACTED], Reed College, Portland, OR

NONPROFIT EXPERIENCE

Director of Policy and Partnerships, National Charter Schools Institute

- Collaborate with leadership team on external relations and communications while building strategic partnerships with state legislatures and state education agencies
- Internal project lead for the National Charter Schools Founders Library including project management and development focused on sustainability and dissemination
- MI CSP grant project management of the At-Risk Review process which provides feedback to assist grant applicants in submitting a quality application

STATE GOVERNMENT/LEGISLATIVE EXPERIENCE

Chief of Staff, Office of the State Superintendent, Michigan Department of Education

- Ensure the implementation of the state's Top 10 in 10 strategic plan and that department initiatives are aligned to this plan
- Manage the Equitable Services Ombudsman
- Special projects as assigned by the State Superintendent

Assistant Director, Office of Public & Governmental Affairs, Michigan Department of Education

- Supervise the development, passage, and implementation of state legislative and regulatory initiatives necessary to carry out the mission of the department
- Manage OPGA staff including annual reviews and professional development
- Develop overall internal and external communications plan on department initiatives

Legislative Liaison, Michigan Department of Education

- Participated in all aspects of the development, passage, and implementation of state legislative and regulatory initiatives necessary to carry out the mission of the department

Education Policy Advisor, House Republican Policy Office

- Advised the Speaker of the House and the Republican caucus on education policy issues
- Assisted the chairs of the House Education committee and the K-12 and MDE subcommittees
- Assisted caucus members with developing education-related legislation
- Wrote policy analyses and responded to inquiries on education-related legislation

Chief of Staff, State Rep. Gail Haines

- Managed staff and office budget
- Assisted with Appropriations subcommittees and chairmanship of Health policy committee
- Coordinated media relations and drafted press releases, newsletters, and constituent relations materials
- Collaborated with lobbying community, LSB and constituency to develop legislation

Communications & Constituent Relations Director, State Rep. Kevin Elsenheimer

- Served as first line of contact for constituent phone calls, handled constituent casework
- Wrote bi-weekly newsletter and monthly opinion/editorials
- Managed and directed office interns

Chief of Staff, State Rep. Phil LaJoy

- Managed staff and office budget
- Assisted with committees including chairmanship of Transportation policy committee
- Coordinated media relations and drafted press releases, newsletters, and constituent relations materials
- Collaborated with lobbying community, LSB and constituency to develop legislation

Press Secretary/Field Staff, House Republican Communications Office

- Coordinated/created media interaction with state representatives
- Drafted press releases, speeches, op-eds for members and planned and implemented district events

TEACHING EXPERIENCE

English and Social Studies Teacher, Walter French Academy, Lansing, MI [REDACTED]

- Taught seventh and eighth grade writing, reading and speaking skills
- Developed and implemented journalism elective including class newspaper

English and Social Studies Teacher, I.H.M.-St. Casimir School, Lansing, MI [REDACTED]

- Taught seventh and eighth grade writing, reading and speaking skills
- Developed and implemented electives in journalism and drama

English and Journalism Teacher, Ubly High School, Ubly, MI [REDACTED]

- Taught ninth through eleventh grade writing, reading and speaking skills
- Supervised the school's yearbook student staff, student council and National Honor Society

EDUCATION

Michigan State University, East Lansing, MI

Master of Arts – College of Education – Curriculum & Teaching [REDACTED]

Bachelor of Arts – English [REDACTED]