

5R 48



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street, Suite 304
Concord, NH 03301
TEL. (603) 271-3495

April 12, 2024

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

REQUESTED ACTION

For inclusion on the Consent Calendar. Authorize the Department of Education to amend an existing **sole source** contract with ADAC, Inc., Ogunquit, Maine, (Vendor Code 369437) to continue providing coaching, mathematics programming, professional development, assessment services, and the addition of sustainability programming, by extending the end date from June 30, 2024 to September 30, 2024, with no change to the price limitation of \$1,073,750.00, effective upon Governor and Council approval. The original contract was approved by the Governor on June 28, 2023 (Item #214). 100% Federal Funds.

EXPLANATION

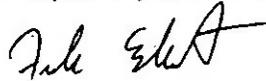
This request is **sole source** due to the original item also being a sole source request. The Emergency Assistance to Non-Public Schools (EANS) portion of the American Rescue Plan Act, 2021, (ARP Act) guidance requires funding allocations to non-public schools. By way of application, the Diocese of Manchester Schools were allocated funding, in which they requested ADAC, Inc.'s services be contracted and provided to address the impacts of the COVID-19 pandemic within their schools. Additionally, ADAC Inc. had provided similar services to the Diocese of Manchester Schools during the response phase of the COVID emergency, and as such, had the knowledge of and connections with the schools to continue those services. This contract amendment request is to extend the contract end date to provide time for ADAC to implement sustainability training, to ensure the Diocesan schoolteachers have the knowledge, practical tools, and resources needed to carry what they learned throughout the coaching provided over the 2023-2024 school year into the 2024-2025 school year and beyond.

ADAC, Inc is supporting the Diocesan Schools in the robust utilization of assessment data to increase student achievement and address learning loss, equipping teachers with tools to efficiently track student progress, and implementing programming to improve the academic outcomes of the Diocese's high school mathematics students. Additionally, they are providing teachers with instructional methods necessary to effectively serve students with learning loss and/or learning differences, with a particular focus on differentiation, and are supporting school leaders with effectively utilizing Student Support Teams to implement Multi-tiered Systems of Support to aid students with learning loss and/or learning differences. These services are being implemented through leadership coaching, the Fill the Math GAPS program, instructional coaching & implementation of MTSS and Student Support Teams, and group professional development.

To continue this work, ADAC will provide sustainability programming as a capstone review through an online on-demand mini course, ADAC's *Inclusive Classrooms: A Learning Support Team Framework for Private Schools*. This will offer 33 different video-based, interactive, graduate-level lessons and assessments. These lessons and assessments will provide the Diocesan school educators with the opportunity to build upon the foundations that they developed through the coaching they received throughout the 2023-2024 school year. Ultimately, the Mini Course will provide the educators with the knowledge, practical tools, and resources needed to successfully implement a Learning Support Program to address student learning loss via an MTSS framework.

In addition to the coaching, group professional development, and sustainability programming, ADAC Inc. will conduct a two-hour in-person meeting with the Diocese of Manchester's Catholic Schools Superintendent to provide suggested next steps regarding the ongoing development of effective and sustainable academic programming, including a written summary of the meeting.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter "the Agency," and ADAC, Inc., Ogunquit, ME, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 28, 2023, Item # 214, hereby agree to modify same as follows:

- 1. Amend Section 1.7 of form P-37 by extending the completion date by three months from June 30, 2024, to September 30, 2024.
2. Remove Exhibit B Scope of Work and Replace with Exhibit B-1 Scope of Work.
3. Remove Exhibit C Method of Payment and replace with Exhibit C-1 Method of Payment.
4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
5. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 5/1/2023
Frank Edelblut, Commissioner of Education Date

ADAC, Inc.
Name of Corporation (Contractor)
By: [Signature] 4/12/24
Steve Perla, President, ADAC Date

Approved as to form, substance and execution by the Attorney General this 1 day of May, 2024.

[Signature]
Elizabeth Brown, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____



EXHIBIT B-1

Scope of Services

Description of Services: ADAC INC (ADAC) will provide the services and/or materials (collectively the "Services") as described below as Schedule 1 to this Exhibit B-1. The Services will be performed for benefit of 15 of the Diocese of Manchester Catholic Schools (the "Diocesan Schools"). The Services shall be provided at any Diocesan school located in the State of New Hampshire or virtually, as directed by the New Hampshire Department of Education (NHED).

Time for Completion: All services shall be completed by ADAC no later than September 30, 2024. The specific time of completion is subject to change pursuant to the reasonable request of a Diocesan School and upon agreement by ADAC.

Schedule 1 – the Services

The Services consist of the following six categories: Leadership Coaching, Instructional Coaching, Mathematics Programming, Group Professional Development, Individualized Professional Development, and Assessment.

1. Leadership Coaching

The leadership coaching will be provided by a Leadership Coach, who is to be recruited and hired by ADAC in consultation with the Diocese of Manchester. The Leadership Coach will be an employee of ADAC and will not be an employee of either the Diocese of Manchester, any Diocesan School, any New Hampshire Public School including New Hampshire Public Charter Schools, or NHED. The Leadership Coach will report directly to ADAC's Senior Vice President for Leader & Teacher Development.

The Leadership Coach will work in collaboration with the Instructional Coaches to develop a high-quality instructional coaching plan with a particular focus on assisting teachers with addressing student learning loss. Said plan will ensure that the Leadership Coach's work with the leaders/principals of the Diocesan Schools will support, reinforce, and expand upon the work of the Instructional Coaches. The work of the Instructional Coaches is outlined in Section 2 of Schedule 1.

The Leadership Coach will specifically provide to each leader/principal support and consultation in the following areas:

- Analyzing school-wide assessment/instructional data to improve instruction;
- Mitigating student learning loss;
- Implementing a Multi-tiered System of Supports (MTSS); and
- Implementing the Universal Design for Learning (UDL) framework.

These processes and the execution thereof will result in effective and sustainable instructional praxis in the 15 Diocesan Schools.

2. Instructional Coaching

ADAC will provide a total of 248 individual instructional coaching/professional development sessions to the teachers of the Diocesan Schools. Said coaching sessions will be provided between September 1, 2023 and September 15, 2024. This coaching/professional development will be provided by the Instructional Coaches who are to be recruited and hired by ADAC in consultation with the Diocese of Manchester. Each

Instructional Coach will be an employee of ADAC and will not be an employee of either the Diocese of Manchester, any Diocesan School, any New Hampshire Public School including New Hampshire Public Charter Schools, or NHED. Instructional Coaches will report to ADAC's Senior Director for Leader and Teacher Development.

The coaching/professional development that is to be provided by these Instructional Coaches will be based on utilizing data in a systematic way that informs instruction and improves learning among (1) students who have experienced, due to the pandemic and its ongoing effects, learning loss and (2) students with learning differences. Specifically, ADAC's Instructional Coaches shall aid teachers with:

- Analyzing assessment and instructional data;
- Identifying and mitigating learning loss;
- Executing progress monitoring; and
- Implementing a variety of effective and sustainable instructional practices.

These new skills and renewed capacities are to be sustained and supported, over the long-term, by and through the leadership that the teachers' respective leaders/principals will have developed and improved via the Leadership Coaching that is outlined in Section 1 of Schedule 1.

3. Mathematics Programming

ADAC will provide Mathematics Programming to all mathematics students at each of the Diocese's three high schools. Said programming will be provided between August of 2023 and June of 2024. This mathematics programming will be implemented by the math faculties at the Diocese's three high schools, utilizing the Fill the Math GAPS online application. The math faculties, in addition to implementing this programming, will also work with the Instructional Coaches as outlined in Section 2 of Schedule 1.

The Fill the Math GAPS™ online application through which the Mathematics Programming will be implemented offers video-based, interactive secondary mathematics tutoring and assessment consisting of:

- Core math skills that will be specially curated for each of the high schools within the Diocese and designed to solidify each school's students' foundations in geometry, algebra, pre-algebra, and statistics (GAPS);
- Weekly, in-class, online quiz program that will provide individualized, instant feedback and immediate access to video-based instruction; and
- Cumulative data tracking and progress reporting to the school's students, teachers, and administrators with crucial feedback regarding areas for improvement.

This mathematics programming will address the academic impacts of the COVID-19 pandemic and is intended to improve academic outcomes by building a more robust foundation for the high school mathematics students in the key areas of geometry, algebra, and statistics, three of the seven Common Core conceptual categories in High School Mathematics.

4. Group Professional Development

Between August 1, 2023, and September 15, 2024, ADAC will provide a total of 18 groups professional development sessions to the teachers and leaders of the 15 Diocesan schools. The sessions will be provided in the form of one group workshop, consisting of ten sessions over the course of two days, and eight

additional sessions, which will be customized to meet the specific needs of the Diocesan school educators and provided throughout the year. Sessions will be provided in person or virtually, as agreed upon by ADAC and the Diocese of Manchester. For all in person sessions, the Diocese of Manchester shall be responsible for providing the locations upon agreement by ADAC.

The group workshop sessions will be customized for specific cohorts (elementary, middle, and high school teachers), and will provide teachers with instructional methods that are necessary to effectively serve students with learning loss and/or learning differences, with a particular focus on differentiation. The additional sessions offered throughout the year will be customized to meet the specific needs of the educators in attendance, and will address classroom management strategies and skills in addition to building upon the work described in Sections 1 and 2 of Schedule 1.

These professional development sessions will provide teachers with instructional methods that are necessary to effectively serve students with learning loss and/or learning differences, with a particular focus on differentiation. Additionally, the sessions will support teachers with robust utilization of assessment data to increase student achievement and equip teachers with tools to effectively track student progress.

5. Sustainability Programming

To ensure effective and sustainable instructional praxis, ADAC will provide Sustainability Programming as a capstone review for each of the 15 Diocesan schools. This programming will be provided virtually at the end of the 2023-2024 school year and no later than July 1, 2024, through ADAC's *Inclusive Classrooms: A Learning Support Team Framework for Private Schools* Mini Course (Mini Course).

The Mini Course, through which the Sustainability Programming will be implemented, will provide 33 different video-based, interactive, graduate-level lessons and assessments. These lessons and assessments will provide the Diocesan school educators with the opportunity to build upon the foundations that they developed through the coaching they received throughout the 2023-2024 school year. Ultimately, the Mini Course will provide the educators with the knowledge, practical tools, and resources needed to successfully implement a Learning Support Program to address student learning loss via an MTSS framework.

6. Assessment

No later than September 15, 2024, ADAC's Senior Vice President for Leader and Teacher Development and the Leadership Coach will meet with the Diocese of Manchester's Catholic Schools Superintendent for two hours to provide a proposal of next steps regarding the ongoing development of effective and sustainable academic programming. By the end of September 2024, ADAC's Senior Vice President for Leader and Teacher Development will provide a written summary of the assessment meeting to the Superintendent.

EXHIBIT C-1

Method of Payment

Budget:

Description	Factor	Rate	FY24	FY25	Total
Leadership Coach	1 coach @ 1,940 hours	\$91.15/hour	\$162,247	\$14,584	\$176,831
Instructional Coaching	248 visits	\$2,500/visit	\$602,500	\$17,500	\$620,000
Mathematics Programming	1,100 students	\$125/student	\$137,500	-	\$137,500
Professional Development	18 sessions	\$3,500/session	\$35,000	\$28,000	\$63,000
Sustainability Programming	15 schools	\$5,000/school	-	\$75,000	\$75,000
Final Meeting & Report	6 hours	\$236.50/hour	-	\$1,419	\$1,419
Total			\$937,247	\$136,503	\$1,073,750

Limitation on Price: Upon mutual agreement between the State contracting officer and ADAC, the line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,073,750.

Source of Funding: Funds to support this request are available in the following account in Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation through the Budget Office if needed and justified.

06-56-56-562010-24990000 EANS II-ARP Act (EANS II)

Fiscal Year	Class/Account	Class Title	Current Budget	Decreased Amount	Revised Budget
2024	072-509073	Grants Federal	\$1,073,750	(\$136,503)	\$937,247
2025	072-509073	Grants Federal	\$0	\$136,503	\$136,503
Total					\$1,073,750

Method of Payment: Payment is to be made on the basis of monthly invoices submitted by ADAC which are supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract.

All invoices and reports shall be submitted electronically to:

Ryann Dennis, Administrator I
EANS@doe.nh.gov

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 ADAC INC is a Maine Profit Corporation registered to transact business in New Hampshire on August 03, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877514

Certificate Number: 0006664015



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

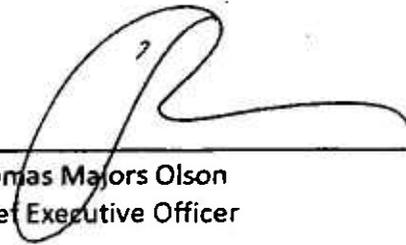
David M. Scanlan
Secretary of State



I, Thomas Majors Olson, CEO of ADAC, hereby certify at I am a duly appointed representative of ADAC, Inc. I hereby certify that Stephen Anthony Perla, President of ADAC, is duly authorized to execute contracts on behalf of ADAC, Inc. and may bind the organization thereby.

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

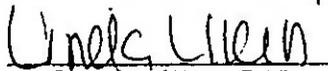
Dated: May 1, 2024

Attest: 
Thomas Majors Olson
Chief Executive Officer

State of Maine York
County of York

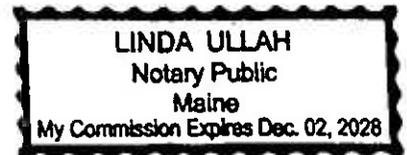
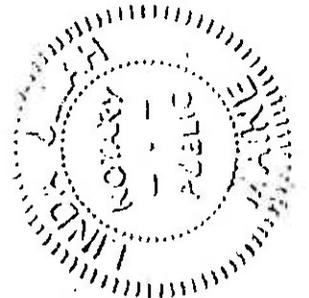
The foregoing instrument was acknowledged before me this 1st day of

May 2024 at Columbit Maine, by
Thomas Majors Olson to be his/her free act and deed


Signature of Notary Public

Name of Notary Public (print your name)
Notary Public, State of Maine
My commission expires 12/02/28

SEAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/24

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

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

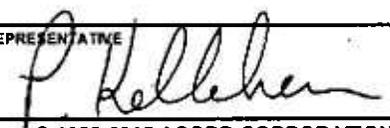
PRODUCER Choice Insurance Agency 376 Summer Street Fitchburg, MA 01420	CONTACT NAME: Trish Kelleher
	PHONE (A/C No. Ext): 978-343-4853 FAX (A/C No.): 978-345-1007
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hiscox Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			MPL430392423	11/21/23	11/21/24	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PER STATUTE OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability			MPL430392423	11/21/23	11/21/24	each/aggregate 1,000,000

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

CERTIFICATE HOLDER NH Department of Education 101 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2024

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.

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PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250871 1 ADP BLVD M/S 625 ROSELAND NJ 07068	CONTACT NAME:														
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (A/C, No):													
	E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A : Hartford Fire and Its P&C Affiliates</td> <td>00914</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Fire and Its P&C Affiliates	00914	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :															
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG AH5L86	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE -EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER New Hampshire Department Education 101 PLEASANT ST 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 <i>Susan J. Castaneda</i>
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MLL



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street, Suite 304
Concord, NH 03301
TEL. (603) 271-3495

May 22, 2023

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

REQUESTED ACTION

Authorize the Department of Education to enter into a sole source contract with ADAC, Inc., Ogunquit, Maine, (Vendor Code 369437), in an amount not to exceed \$1,073,750.00 to provide coaching, mathematics programming, professional development, and assessment services, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds are available in the account titled EANS II-ARP Act (EANS II) as follows:

06-56-56-562010-24990000-072-509073
Contracts for Program Services

FY24
\$1,073,750.00

EXPLANATION

This request is sole source because the Emergency Assistance to Non-Public Schools (EANS) portion of the American Rescue Plan Act, 2021, (ARP Act) guidance requires funding allocations to non-public schools. Eligible schools determine how to use these funds within the allowed parameters; it then becomes the responsibility of the State to secure those items or services on behalf of that school. By way of application, the Diocese of Manchester Schools were allocated funding, in which they have requested ADAC, Inc.'s services be contracted and provided to address the impacts of the COVID-19 pandemic within their schools. Additionally, ADAC Inc. provided similar services to the Diocese of Manchester Schools during the response phase of the COVID emergency, and as such, has the knowledge of and connections with the schools to continue these services.

The New Hampshire Department of Education (NHED) seeks approval of a contract with ADAC, Inc. to provide services to the Diocesan Schools to address the academic impacts of the COVID-19 pandemic within their school. Specifically, they will provide coaching, mathematics programming, professional development, and assessment services.

ADAC, Inc will support the Diocesan Schools in the robust utilization of assessment data to increase student achievement and address learning loss, equip teachers with tools to efficiently track student progress, and improve academic outcomes of the Diocese's high school mathematics students. Additionally, they will provide teachers with instructional methods necessary to effectively serve students with learning loss and/or learning differences, with a particular focus on differentiation, and will support school leaders with

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and the Honorable Council
Page 2 of 2

effectively utilizing Student Support Teams to successfully implement Multi-tiered Systems of Support to aid students with learning loss and/or learning differences. These services are implemented in a five-component process consisting of leadership coaching, the Fill the Math GAPS program, instructional coaching & implementation of MTSS and Student Support Teams, group professional development, and assessment.

At the leadership level, ADAC, Inc. will provide leaders/principals of the Diocesan Schools leadership coaching. This leadership coaching is intended to reinforce, strengthen, and render sustainable, over the long-term, the new skills and renewed capacities that the respective Schools respective teachers will have attained by and through the teacher instructional coaching.

At the classroom level, ADAC, Inc. will provide the teachers of the Diocesan Schools instructional coaching. This instructional coaching is intended to help teachers to utilize data in a systematic way that informs instruction and improves learning among students who have experienced, due to the pandemic and its ongoing effects, learning loss and students with learning differences. The instructional coaches will aid teachers with the analysis of assessment and instructional data, the identification of learning trends, the execution of progress monitoring, and the implementation of a variety of instructional practices. ADAC's instructional coaches will also closely collaborate with the principals/leaders of the Diocesan Schools to continue the implementation of a Multi-tiered System of Support (MTSS) and to increase the overall effectiveness and sustainability of each school's Student Support Team (SST).

In addition to the leadership and instructional coaching, ADAC Inc. will provide two group professional development days for the teachers and leaders of the Diocesan Schools, direct access to the Fill the Math GAPS program to all mathematics students at each of the Diocese's three high schools, and will wrap up the services with a two-hour in-person meeting to provide suggested next steps regarding the ongoing development of effective and sustainable academic programming, including a written summary of the meeting.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

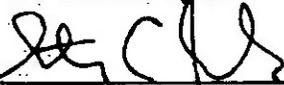
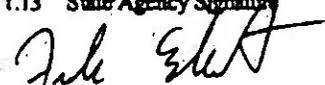
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 ADAC Inc		1.4 Contractor Address Mailing: PO Box 884 Ogunquit, ME 03907 Physical: 249 Shore Rd. Unit #7, Ogunquit, ME 03907	
1.5 Contractor Phone Number 574.309.0386	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,073,750.00
1.9 Contracting Officer for State Agency Ryenne M. Dennis		1.10 State Agency Telephone Number 603.731.6314	
1.11 Contractor Signature  Date: 5/31/23		1.12 Name and Title of Contractor Signatory Stephen A. Perla, President ADAC	
1.13 State Agency Signature  Date: 6/7/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, NH Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Louise A Rudis</i> Director, On: 6/8/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Elizabeth Brown</i> , Attorney On: 6/7/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials *S.A.P.*
Date *5/31/23*

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).

EXHIBIT B

Scope of Services

Description of Services: ADAC INC (ADAC) will provide the services and/or materials (collectively the "Services") as described below as Schedule 1 to this Exhibit B. The Services will be performed for benefit of 15 of the Diocese of Manchester Catholic Schools (the "Diocesan Schools"). The Services shall be provided at any Diocesan school located in the State of New Hampshire, as directed by the New Hampshire Department of Education (NHED).

Time for Completion: All services shall be completed by ADAC no later than June 30, 2024. The specific time of completion is subject to change pursuant to the reasonable request of a Diocesan School and upon agreement by ADAC.

Schedule 1 – the Services

The Services consist of the following five categories: Leadership Coaching, Instructional Coaching, Mathematics Programming, Group Professional Development, and Assessment.

1. Leadership Coaching

The leadership coaching will be provided by a Leadership Coach, who is to be recruited and hired by ADAC in consultation with the Diocese of Manchester. The Leadership Coach will be an employee of ADAC and will not be an employee of either the Diocese of Manchester, any Diocesan School, any New Hampshire Public School including New Hampshire Public Charter Schools, or NHED. The Leadership Coach will report directly to ADAC's Senior Vice President for Leader & Teacher Development.

The Leadership Coach will work in collaboration with the Instructional Coaches to develop a high-quality instructional coaching plan with a particular focus on assisting teachers with addressing student learning loss. Said plan will ensure that the Leadership Coach's work with the leaders/principals of the Diocesan Schools will support, reinforce, and expand upon the work of the Instructional Coaches. The work of the Instructional Coaches is outlined in Section 2 of Schedule 1.

The Leadership Coach will specifically provide to each leader/principal support and consultation in the following areas:

- Analyzing school-wide assessment/instructional data to improve instruction;
- Mitigating student learning loss;
- Implementing a Multi-tiered System of Supports (MTSS); and
- Implementing the Universal Design for Learning (UDL) framework.

These processes and the execution thereof will result in effective and sustainable instructional praxis in the 15 Diocesan Schools.

2. Instructional Coaching

ADAC will provide 18 coaching/professional development sessions to the teachers of the Diocesan Schools. Said coaching sessions will be provided between September of 2023 and May of 2024. This coaching/professional development will be provided by the Instructional Coaches who are to be recruited and hired by ADAC in consultation with the Diocese of Manchester. Each Instructional Coach will be an

Contract between ADAC, Inc. and the New Hampshire Department of Education

employee of ADAC and will not be an employee of either the Diocese of Manchester, any Diocesan School, any New Hampshire Public School including New Hampshire Public Charter Schools, or NHED. Instructional Coaches will report to ADAC's Senior Director for Leader and Teacher Development.

The coaching/professional development that is to be provided by these Instructional Coaches will be based on utilizing data in a systematic way that informs instruction and improves learning among (1) students who have experienced, due to the pandemic and its ongoing effects, learning loss and (2) students with learning differences. Specifically, ADAC's Instructional Coaches shall aid teachers with:

- Analyzing assessment and instructional data;
- Identifying and mitigating learning loss;
- Executing progress monitoring; and
- Implementing a variety of effective and sustainable instructional practices.

These new skills and renewed capacities are to be sustained and supported, over the long-term, by and through the leadership that the teachers' respective leaders/principals will have developed and improved via the Leadership Coaching that is outlined in Section 1 of Schedule 1.

3. Mathematics Programming

ADAC will provide Mathematics Programming to all mathematics students at each of the Diocese's three high schools. Said programming will be provided between August of 2023 and June of 2024. This mathematics programming will be implemented by the math faculties at the Diocese's three high schools, utilizing the Fill the Math GAPS online application, and will be supported by a Mathematics Coach. The Mathematics Coach is to be recruited and hired by ADAC in consultation with the Diocese of Manchester, will be an employee of ADAC, and will not be an employee of either the Diocese of Manchester, any Diocesan School, any New Hampshire Public School including New Hampshire Public Charter Schools, or NHED. The Mathematics Coach will report to ADAC's Senior Director for Leader and Teacher Development.

The Fill the Math GAPS™ online application through which the Mathematics Programming will be implemented offers video-based, interactive secondary mathematics tutoring and assessment consisting of:

- Core math skills that will be specially curated for each of the high schools within the Diocese and designed to solidify each school's students' foundations in geometry, algebra, pre-algebra, and statistics (GAPS);
- Weekly, in-class, online quiz program that will provide individualized, instant feedback and immediate access to video-based instruction; and
- Cumulative data tracking and progress reporting to the school's students, teachers, and administrators with crucial feedback regarding areas for improvement.

The implementation support that the Mathematics Coach will provide to the math faculties at to each of the Diocese's three high schools will consist of two days of in person support and nine hours of online virtual support.

This mathematics programming will address the academic impacts of the COVID-19 pandemic and is intended to improve academic outcomes by building a more robust foundation for the high school mathematics students in the key areas of geometry, algebra, and statistics, three of the seven Common Core conceptual categories in High School Mathematics.

4. Group Professional Development

ADAC will provide two group professional development workshops to the teachers and leaders of the Diocese's 15 schools. The workshops will be conducted in person, in August of 2023 and in early winter of 2024.

The August workshop will consist of a total of 12 sessions. Each session will be customized for a specific cohort of teachers (elementary school teachers, middle school teachers, and high school teachers) and their leaders. For each of the three teacher cohorts, four sessions will be offered over the course of two days at a rate of two sessions per day at the same location. On each day and at each location, there is to be a morning session and an afternoon session. The Diocese of Manchester shall be responsible for providing the locations, and the locations shall consist of (1) an elementary school, (2) a middle school or an elementary school with a middle school, and (3) a high school for each of the three cohorts respectively.

The winter workshop will consist of a total of 6 sessions. Each session will be customized for a specific cohort of teachers (elementary school teachers, middle school teachers, and high school teachers) and their leaders. For each of the three teacher cohorts, two sessions (a morning session and an afternoon session) will be offered on the same day at three different locations. The Diocese of Manchester shall be responsible for providing the locations, and the locations shall consist of (1) an elementary school, (2) a middle school or an elementary school with a middle school, and (3) a high school for each of the three cohorts respectively.

The August workshop will provide teachers with instructional methods that are necessary to effectively serve students with learning loss and/or learning differences, with a particular focus on differentiation. The winter workshop will support leaders and teachers with robust utilization of assessment data to increase student achievement and will equip teachers with tools to efficiently track student progress.

5. Assessment

At the end of May 2024, ADAC's Senior Vice President for Leader and Teacher Development and the Leadership Coach will meet with the Diocese of Manchester's Catholic Schools Superintendent and will provide a proposal of next steps regarding the ongoing development of effective and sustainable academic programming. The assessment meeting will be two hours in length and will be in person at an agreed upon location. Within one month of the meeting, ADAC's Senior Vice President for Leader and Teacher Development will provide a written summary of the assessment meeting to the Superintendent.

EXHIBIT C

Method of Payment

Budget

Description	Factor	Rate	Amount
Leadership Coach	1 coach	\$175,000/coach	\$175,000
Instructional Coaching – Classroom Based (Sept. – May)	18 visits/school x 15 schools = 270 visits	\$2,500/visit	\$675,000
Fill the Math GAPS (School Year 2023-2024)	1,100 students	\$125/student	\$137,500
Fill the Math GAPS Implementation Support	2 visits/school x 3 schools = 6 visits	\$2,500/visit	\$15,000
Fill the Math GAPS Virtual Implementation Support	9 hours/school x 3 schools = 27 hours	\$250/hour	\$6,750
Group PD	12 sessions in Summer + 6 sessions in Winter = 18 sessions	\$3,500/session	\$63,000
Final Meeting & Report	6 hours	\$250/hour	\$1,500
Total			\$1,073,750

Limitation on Price: Upon mutual agreement between the State contracting officer and ADAC, the line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,073,750.

Source of Funding: Funds to support this request are available in FY24 in the account titled EANS II-ARP Act (EANS II) for FY24.

06-56-56-562010-24990000-072-509073 Grants Federal

FY24
\$1,073,750

Method of Payment: Payment is to be made on the basis of monthly invoices submitted by ADAC which are supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract.

All invoices and reports shall be submitted electronically to:

Whitney Vaillancourt, Administrator IV
Whitney.Ca.Vaillancourt@doe.nh.gov

Contract between ADAC, Inc. and the New Hampshire Department of Education

Contractor Initials **S.A.P.**
Date **5/31/23**

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 6-25-21

Contractor Initials S.A.P.
Date 2/7/23

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

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

Revised 6-25-21

Contractor Initials SAP
Date 5/24/23

Exhibit C

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials SAP
Date 5/31/23

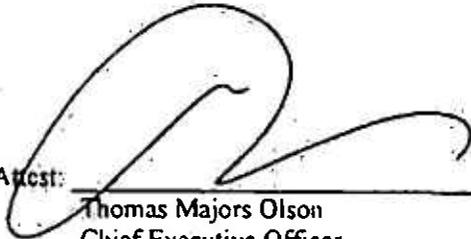


Certificate of Attestation

I, Thomas Majors Olson, CEO of ADAC, hereby certify that I am a duly appointed representative of ADAC, Inc. I hereby certify that Stephen Anthony Perla, President of ADAC, is duly authorized to execute contracts on behalf of ADAC, Inc. and may bind the organization thereby.

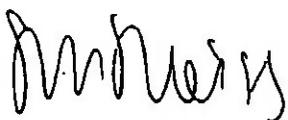
I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days. I further certify that it is understood that the State of New Hampshire will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

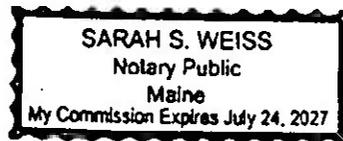
Dated: May 16, 2023

Attest: 
Thomas Majors Olson
Chief Executive Officer

State of Maine
County of York

Sworn to (or affirmed) and subscribed before me
this 16th day of May 2023 by Thomas M Olson.





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 ADAC INC is a Maine Profit Corporation registered to transact business in New Hampshire on August 03, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877514

Certificate Number: 0006231673



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2023

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

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

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250871 1 ADP BLVD M/S 625 ROSELAND NJ 07068	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A Hartford Fire and Its P&C Affiliates	
	NAIC# 00914	
INSURED ADAC INC 249 SHORE RD # 7 OGUNQUIT ME 03807-3910	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMB NED S MGL L MIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY L MIT \$500,000

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

CERTIFICATE HOLDER NH Department of Education 101 PLEASANT ST 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 <i>Susan S. Castaneda</i>

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