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Frank Edelblut  
Commissioner



Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Bureau of Career Development  
25 Hall Street  
Concord, NH 03301

May 23, 2024

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education to enter into a **sole source** Memorandum of Understanding (MOU) with the New Hampshire Department of Corrections, Concord, NH (Vendor Code 177896) in the amount of \$120,000 to assist in the operation of approved Career and Technical Education programs effective upon Governor & Council approval through September 30, 2025. 100% Federal Funds.

Funds to support this request are available in FY2025 as follows:

06-56-56-562010-40260000 CTE VOC ED-Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2025	085-588546	Interagency XFR Out of Fed FN	\$120,000

**EXPLANATION**

The New Hampshire Department of Education is requesting a **sole source** Inter-agency MOU with the New Hampshire Department of Corrections, as they are the only entity appropriate to receive funding through The Strengthening Career and Technical Education for the 21st Century Act grant (Perkins V) to serve individuals in State institutions, State correctional facilities, or juvenile justice facilities. The State must allow for an amount up to but not more than 2% of the State's Perkins V allocation of \$7 million be made to the New Hampshire Department of Corrections to aide in operating their Career and Technical Education or apprenticeship programs.

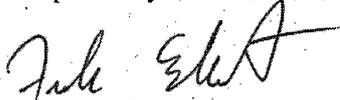
Approved expenditures of Perkins V funds include, but aren't limited to, the delivery of instruction, purchasing and upgrading of computer hardware and software, supplying professional development to teachers, and in acquiring periodicals and books for courses. There are

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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approximately 300 individuals (male and female) who participate in Career and Technical Education programs within the New Hampshire Department of Corrections. Programs include Cosmetology, Automotive, Building Trades, Business, Computer/Technology, Culinary Arts and Introduction to the Workforce.

The New Hampshire Department of Corrections provides these programs to individuals residing in their facilities to assist in decreasing recidivism and ensure the attainment of an industry recognized credential within Career and Technical Education programs of study.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Department of Education (NHED) [AGENCY 1] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections (NHDOC) [AGENCY 2] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to Section 112(a)A of Perkins V AGENCY 1 is responsible for: Provision of Federal Funds for Career and Technical Education through the Strengthening Career and Technical

Education for the 21st Century Act (aka Perkins V)

Whereas, AGENCY 1 desires to: Grant \$120,000.00 in federal Funds to Agency 2, so that Agency 2 can purchase equipment and supplies (such as Textbooks, computer hardware, and materials) for Career and Technical Education programming offered at the Men's and Women's in the Concord, and Berlin New Hampshire facilities.

Whereas, pursuant to NH RSA 21-H:4(VI) AGENCY 2 is responsible for: Provision of rehabilitative services for individuals in correctional facilities, to prepare them for gainful employment upon release.

Whereas, AGENCY 2 desires to: Provide rehabilitative services for individuals in correctional facilities, to prepare them for gainful employment upon release.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The NHED [AGENCY 1] agrees to [check all that apply]:

- A. Pay AGENCY 2 the amount of \$ 120,000.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 1, A is checked:* Payment shall be provided from **[IDENTIFY FUND]**:

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- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The NHDOC [AGENCY 2] agrees to **[check all that apply]**:

- A. Pay **AGENCY 1** the amount of \$ \_\_\_\_\_ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 2, A is checked:* Payment shall be provided from **[IDENTIFY FUND]**:

- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective until September 30, 2025 **[DATE]**.

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 **[NUMBER]** days prior to termination.

7. The Parties agree that the obligations, agreements, and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

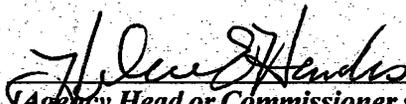
14. **FOR AGENCY 1** [Name of Agency]: New Hampshire Department of Education

  
\_\_\_\_\_  
[Agency Head or Commissioner signature]

Date 6/10/2024

Frank Edelblut, Commissioner of Education  
[Agency Head or Commissioner name in print]

15. **FOR AGENCY 2** [Name of Agency]: Department of Corrections

  
\_\_\_\_\_  
[Agency Head or Commissioner signature]

Date 6/7/2024

Helen Hanks, Commissioner of Corrections  
[Agency Head or Commissioner name in print]

**PLEASE NOTE**

1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.
2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU I checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council

*in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.*

- 3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*
- 4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*
- 5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: Elizabeth C. Brown On: 6/10/2024  
Elizabeth Brown, Attorney NHED Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_  
Date

**Form MOU 1  
Exhibit B  
Method of Payment**

**Budget:**

LIN	Line Item	FY25
020	Current Expenses	\$13,500
030	Equipment	\$1,000
037	Technology Hardware	\$14,000
038	Technology Software	\$24,999
039	Telecommunications	\$5,000
040	Indirect Costs	\$1.00
057	Books/Periodicals	\$35,000
066	Employee Training	\$15,000
070	In-state Travel	\$1,500
072	Grants-Federal	\$5,000
102	Contracts for Program Services	\$5,000
	Total	\$120,000

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$120,000.

**Source of Funding:** Funds are available in the following account in Fiscal Year 2025 as follows:

06-56-56-562010-40260000 CTE VOC ED-Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2025	085-588546	Interagency XFR Out of Fed FN	\$120,000

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

Name: Kathryn Maffei  
Title: Program Specialist  
Bureau: Career Development  
Email: kathryn.f.maffei@doe.nh.gov

*MOU between New Hampshire Department of Corrections and the New Hampshire Department of Education*

Contractor Initials *SM*  
Date *6/7/2024*

**Form MOU 1  
Exhibit A  
Services**

**Responsibilities of the NH Department of Education:**

- 1.) Provide a Perkins V allocation of \$120,000.00 for FY25 to cover costs associated with the provision of Career and Technical Education (CTE) programs and classes at the Concord Correctional Facility for Men and the Concord Correctional Facility for Women, as well as the facility in Berlin as funds are available.
- 2.) Conduct Regular program monitoring, to ensure programs are effectively serving residents and providing program participants with skills and competencies to enter into employment upon release.

**Responsibilities of the NH Department of Corrections:**

- 1.) Ensure that residents completing Career and Technical Education (CTE) programs or classes earn industry-recognized credentials, including licenses, certificates, and stackable credentials to the greatest extent practicable.
- 2.) Follow all applicable Federal terms, conditions, and regulations associated with Perkins V, as outlined in 2CFR 200.
- 3.) Retain records, including financial records, associated with allocated Perkins V funds and make them available for review by the NH Department of Education's Bureau of Federal Compliance and Bureau of Career Development as part of regular monitoring of Perkins V.

*MOU between New Hampshire Department of Corrections and the New Hampshire Department of Education*

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date]*