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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
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July 2, 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, Bureau of Special Education Support to enter into a **Retroactive, Sole Source** contract with The New Hampshire Association of Special Education Administrators, Inc. (VC#159482) Concord, NH in an amount not to exceed $477,546.00 to provide services in support of recruiting and retaining new special education teachers and administrators, effective upon Governor and Council approval for the period of July 1, 2024, through September 30, 2026. 100% Federal Funds.

Funds to support this request are available in the following account for fiscal year 2025 and anticipated to be available in fiscal year 2026, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-562010-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	$224,748.00
2026	102-500731	Contracts for Program Services	$252,798.00
		Total	$477,546.00

EXPLANATION

The New Hampshire Department of Education (NHED), Bureau of Special Education Support (BSES), would like to enter into a **Sole Source** contract with The New Hampshire Association of Special Education Administrators, Inc. (NHASEA) as they have the expertise and capacity to provide ongoing professional learning support in an effort to retain professionals in the special education field. This contract is **retroactive** as the department had been working with the association to determine ways to support the retention of new teachers when this training was

developed. The training program was developed in May. Both the department and the Association felt that it was important to start the first training cohort during the summer of 2024, rather than delaying the first cohort until next summer. The training program is designed to begin in the summer, with the kickoff training to begin mid-July and sessions through the school year. With the short turnaround time for developing an initial plan for services and completing all the contract requirements, this was the earliest the department could complete the contract for approval.

Attracting and retaining professionals in the field of special education has become a significant challenge in New Hampshire and throughout the US. Special education teachers and administrators are one of the most important drivers of a well-functioning special education system responsible for preparing students with Individual Education Programs (IEP's) to participate in today's knowledge-driven economy. The current demand for special education teachers and administrators and the steady rate of experienced special education educators leaving the profession has established a critical need to recruit, support and retain special education professionals. Furthermore, research has shown that novice special education administrators are at the highest risk for attrition during their first three years in their leadership role.

In response to NH's special education staff shortages, the NHASEA and NHED will work in collaboration to strengthen the preparation and retention of special education teachers and administrators through the provision of comprehensive, well designed, ongoing professional learning, support, mentoring and coaching. The professional development will be provided over the course of two years to new special education teachers through the newly developed Summit, and new special education administrators through the established New Director's Institute with a Mentoring component.

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 New Hampshire Association of Special Education Administrators Inc		1.4 Contractor Address 25 Triangle Park Drive, #103 Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-7555	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date September 30, 2026	1.8 Price Limitation $477,546.00
1.9 Contracting Officer for State Agency Lynnette Lawrence, Education Consultant		1.10 State Agency Telephone Number 603-271-3294	
1.11 Contractor Signature Jane Berg-Beau Date: July 02, 2024		1.12 Name and Title of Contractor Signatory Jane Bergeron-Beaulieu, Executive Director	
1.13 State Agency Signature Date:7/10/2024		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Elizabeth Brown, Attorney		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Elizabeth A. Brown Elizabeth A. Brown		On: 7/10/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials JB
Date 7/2/24

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.

Contractor Initials JB
Date 7/2/24

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials JB
Date 7/2/24

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JB
Date 7/2/24

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

The New Hampshire Association of Special Education Administrators (NHASEA) will provide the following services for the New Hampshire Department of Education (NHED), Bureau of Special Education Support (BSES) upon Governor and Council approval for the period of July 1, 2024, to September 30, 2026.

In response to NH's special education staff shortages, the NHASEA and NHED will work in collaboration to strengthen the preparation and retention of special education teachers and administrators through the provision of comprehensive, well designed, ongoing professional learning, support, mentoring and coaching. The professional development will be provided over the course of two years to new special education teachers through the newly developed Summit, and new special education administrators through the established New Special Education Administrators Institute with a Mentoring/Coaching program component.

Year 1
Fiscal Year 2025

1. **NEW SPECIAL EDUCATION TEACHER SUMMIT Cohort 1**

The NHASEA and BSES will work collaboratively to identify topic areas of focus to facilitate year-round Summit activities and design and implement ongoing professional learning for new special education teachers that will build a network and equip new teachers with the skills, tools, and sustained support system they need to thrive in their first years in the classroom. The NHASEA will take the lead on delivering the Summit activities and BSES staff will present on topics of expertise as appropriate throughout the year as determined through collaboration. Scope of Services are as follows:

In-person and virtual trainings for up to 50 participants:

- 2 In-person training days – July 22 and 23, 2024
- In person reconvening of the same participants mid-year (either January or February 2025)
- Up to 12 monthly virtual meetings for the same participants

Summit in-person and virtual training planning completed by The NHASEA will include:

- Securing the in-person venues, technology, and provisions
  - Advertising Summit to special education teachers with 1-3 years of experience
  - Facilitating participant registration and all communication with registrants, including session reminders, ensuring registrations do not exceed available spaces

- Preparing in person and virtual session resources
  - Agendas
  - Hand-outs
  - Develop Pre and Post evaluation surveys and provide data to the NHED
  - Virtual resources, as needed

- Securing presenters and providing their Honorarium
  - Various topics for presentations to include but not limited to:
    - Preparing for a successful school year
    - IEPs and Specially Designed Instruction
    - Family Engagement
    - Communication and Collaboration

- Special Education rules and regulations
- Working with paraprofessionals
- Working collaboratively with Chartered Public Schools

- Securing additional resources for each Summit participant:
  - *Council for Exceptional Children (CEC) Membership including The Survival Guide for New Special Education Teachers*
  - *High Leverage Practices 2nd Edition*

NEW SPECIAL EDUCATON TEACHER SUMMIT Cohort 1 MISCELLANEOUS

- In-person Summit Materials such as folders, name tags, printing, etc.
- Securing hotel accommodations for up to 25 participants if traveling over 50 miles, including:
  - Creating a process for participants to apply for this funding

2. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/COACHING COMPONENT Cohort 1

The "Institute" commits to providing early career leaders with mentoring and coaching, peer to peer experiences, networking, collaboration, and essential leadership development by weaving four (4) strands throughout the "Institute."

- **Mentoring and Coaching**: Each Special Education Administrator enrolled in the Institute will have a trained mentor to assist with goal setting, support, guidance, reinforcement of Institute content, making connections with the NHED, BSES and the NHASEA.
- **Leadership Development**: Strengthening administrative skills that results in improved teaching and learning
- **Special Education Processes**: Efficient operational and compliance oversight to improve outcomes for students with IEP's and their families. Also included are important topics such as budgeting, grant oversight, NHSEIS, personnel requirements, Special Education Indicators and more.
- **Problems of Practice**: Discussion, problem solving, networking, and sharing of resources related to the day-to-day challenges faced by new Special Education Administrators

MENTORING and COACHING for NEW SPECIAL EDUCATION ADMINISTRATORS

The NHASEA will work collaboratively with the NHED, BSES to design and implement mentoring and coaching of new Special Education Administrators. Scope of services are as follows:

Trainings provided by NHASEA for 18 new participants (Cohort 1)

- Registration for New Administrators Institute with a mentor/coach for the 2024-2025 school year:
  - 18 New (Cohort 1) Institute attendees will be provided monthly full day sessions from September – June, (dates TBD)
  - Participants will be supported by their mentor in-between sessions virtually or in person

- NHASEA membership

- Mentor Program Coordinator will take the lead in establishing a multi-year mentoring and coaching system which will include but is not limited to the following:
    - Designing the mentor program
    - Facilitating mentor recruitment through an application process, contract development, and invoice processing
    - With the assistance of a mentor/coach consultant, design and provide ongoing training and support to mentors
    - Develop Institute and Mentoring/Coaching Pre and Post evaluation surveys and provide data to the NHED

- Create a mentor guide with the assistance of a mentor/coach consultant, including but not limited to:
    - Mentor criteria
    - Roles and responsibilities
    - Fostering partnerships with key stakeholders (the NHASEA, NHED, BSES, LEAs)
    - Other materials as needed

- Selected mentors/coaches will be paid an annual stipend.

3. **THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/COACHING COMPONENT Pre-Contract Returning participants (second year)**

15 returning participants (not referred to as a Cohort as these participants completed their first year with NHASEA prior to this contract):

The NHASEA will work collaboratively with the NHED, BSES to further develop the NHASEA previously established Institute for New Special Education Administrators that provides ongoing professional learning for new special education administrators. ***(This group will be referred to as returning participants. New groups will follow a Cohort model.)*** This will be done by equipping them with the skills, tools, and sustained support they need to navigate the role and responsibilities of being a special education administrator that leads a responsive and legally compliant special education service delivery system.

Second year returning Institute attendees will continue their work with the Institute, with fewer days of support, but still focused on the same four (4) strands woven through the "Institute" work. Second year returning Institute attendees will be expected to attend five (5) six-hour sessions and the mentoring model will shift to coaching. Coaching and time dedicated to second year administrators will be reduced as they transition to being a more experienced leader.

- Registration (15 Pre-contract returning participants) from NHASEA 2023-2024 session will continue their work with the Institute
    - Participants will be provided five (5) six-hour sessions and coaching.
    - Coaching and time dedicated to second year administrators will be less than first year participants as they transition to being a more experienced leader.

- Mentor Program Coordinator for the Second year returning participants

- Create a mentor guide with the assistance of a mentor/coach consultant, including but not limited to:
    - Roles and responsibilities

- Fostering partnerships with key stakeholders (the NHASEA, NHED, BSES, LEAs)

- Mentors (Cohort 1)/coaches (2nd Year Returning participants) will be paid an annual stipend.

4. **THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/ COACHING COMPONENT MISCELLANEOUS**

   - Folders, name tags, etc. as needed

Year 2
FISCAL YEAR 2026

1. **NEW SPECIAL EDUCATION TEACHER SUMMIT Cohorts 1 & 2**

   New special education teachers (Cohort 2) will join the second year (Cohort 1) "Summit" participants to convene for the "Summit" which will follow the same structure as the pilot/previous year and will include both newly created content in addition to curriculum, activities and resources that were utilized in the previous year.

   Summit in-person and virtual training planning outlined in Year 1 will follow the same structure in Year 2.

2. **THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/COACHING COMPONENT Second year cohort 1 & 2**

   This 2nd Cohort of new leaders will follow the same structure as the first year (Cohort 1) structure of the "Institute" and the Cohort 1 participants will continue to focus on the same four (4) strands woven through the "Institute" work, but with fewer days of support. Cohort 1 attendees in their second year will be expected to attend five (5) six-hour sessions and the mentoring model will shift to coaching. Coaching and time dedicated to second year administrators will be reduced as they transition to being a more experienced leader.

   MENTORING and COACHING for NEW SPECIAL EDUCATION ADMINISTRATORS

   Mentoring and Coaching activities outlined in year 1 will follow the same structure in year 2. New special education administrators enrolling in year 2 will be provided with a mentor. Administrators that enrolled in year 1 that are returning for year 2 of the "Institute" will transition to a coaching model that will support reflection and refining of practice, content knowledge and leadership development.

3. **THE INSTITUTE for NEW SPECIAL EDUCTION ADMINISTRATORS with a MENTORING/COACHING COMPONENT 2nd YEAR Cohort 1**

   Mentoring and Coaching activities outlined in year 1 will follow the same structure in year 2. New special education administrators enrolling in year 2 will be provided with a mentor. Administrators that enrolled in year 1 that are returning for year 2 of the "Institute" will transition to a coaching model that will support reflection and refining of practice, content knowledge and leadership development.

4. **THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS with a MENTORING/COACHING COMPONENT Cohorts 1&2 MISCELLANEOUS**

   - folders, name tags, etc. as needed

EXHIBIT C

METHOD OF PAYMENT

BUDGET	
2025	
	COST
1. NEW SPECIAL EDUCATION TEACHER SUMMIT Cohort 1 PROFESSIONAL FEES and CONTRACTED SERVICES	
In-person Summit Facilitator Fee (2 Summer/1 mid-yr.)	$3,000
Monthly Virtual Mtgs Facilitator Fee	$3,000
In-person and Virtual Summit Planning	
Venue and Provisions Coordination	$4,500
Development of Summit Agendas, Handouts, Virtual Resources, etc.	$3,000
Facilitator Planning Time	$4,000
Guest Speakers Honorarium	$2,000
Additional Resources for each Summit participant	
CEC Memberships (50: includes 20% discount)	$2,600
CEC High Level Practices Book (50: 1 per participant)	$2,026
NEW SPECIAL EDUCATON TEACHER SUMMIT Cohort 1 MISCELLANEOUS	
In-person Summit Materials (50: folders, name tags, printing, etc.)	$4,000
Hotel Accommodations for participants traveling over 50 miles (25 participants: 2 nights/$200/night)	$10,000
2. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/COACHING COMPONENT Cohort 1 PROFESSIONAL FEES and CONTRACTED SERVICES	
Registration (18 Cohort 1 Participants)	$18,000
NHASEA Membership ($555/for 18 Participants)	$9,990
Mentor Program Coordinator	$6,000
Mentor/Coach Consult for Training, Guidebook, & Materials	$8,000
Mentor/Coach Stipend Cohort 1 (YR 1 $4,000/Mentee/for 18 Participants)	$72,000
3. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS WITH A MENTORING/COACHING COMPONENT Pre-Contract Returning PROFESSIONAL FEES and CONTRACTED SERVICES	
Registration (15 Pre-Contract Returning Participants)	$15,000
Mentor Program Coordinator	$3,000
Mentor/Coach Consult for Training, Guidebook, & Materials	$3,200
Mentor/Coach Stipend ($2,000/Mentee for 15 Returning Participants)	$30,000
4. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS with a MENTORINGCOACHING COMPONENT MISCELLANEOUS	
Institute Materials (folders, name tags, professional books/resources, printing, etc.)	$1,000
FY2025 INDIRECT COSTS	
Indirect Costs – Coordination & Clerical Support (10%)	$20,432
Total	**$224,748**

2026	
	COST
1. NEW SPECIAL EDUCATION TEACHER SUMMIT Cohorts 1 & 2 PROFESSIONAL FEES and CONTRACTED SERVICES	
In-person Summit Facilitator Fee (2 Summer/1 mid-yr.)	$3,000
Monthly Virtual Mtgs Facilitator Fee	$5,000
In-person and Virtual Summit Planning	
Venue and Provisions Coordination	$9,000
Expansion of Summit Agendas, Handouts, Virtual Resources, etc.	$3,000
Facilitator Planning Time	$4,000
Guest Speakers Honorarium	$2,000
Additional Resources for each Summit Cohort 2 participant	
CEC Memberships (50: includes 20% discount)	$2,600
CEC High Level Practices Book (50: 1 per participant)	$2,026
NEW SPECIAL EDUCATION TEACHER SUMMIT Cohorts 1&2 MISCELLANEOUS	
In-person Summit Materials (100: folders, name tags , printing, etc.)	$8,000
Hotel Accommodations for participants traveling over 50 miles (50 participants: 2 nights/$200/night)	$20,000
2. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS with a MENTORING/COACHING COMPONENT Cohorts 1 & 2 PROFESSIONAL FEES and CONTRACTED SERVICES	
Registration (18 Cohort 2 Participants)	$18,000
NHASEA Membership ($555/for 18 Participants)	$9,990
Mentor Program Coordinator	$6,000
Mentor/Coach Consult for Training, Guidebook, & Materials	$4,000
Mentor/Coach Stipend Cohort 2 (Yr. 1: $4,000/Mentee/for 18 Participants)	$72,000
3. THE INSTITUTE for NEW SPECIAL EDUCTION ADMINISTRATORS with a MENTORING/COACHING COMPONENT 2nd YEAR Cohort 1 PROFESSIONAL FEES and CONTRACTED SERVICES	
Registration (18 Cohort 1 Participants)	$18,000
Mentor Program Coordinator	$3,000
Mentor/Coach Consult for Training, Guidebook, & Materials	$3,200
Mentor/Coach Stipend Cohort 1 (Yr.2: $2,000/Mentee/18 Participants)	$36,000
4. THE INSTITUTE for NEW SPECIAL EDUCATION ADMINISTRATORS with a MENTORING/COACHING COMPONENT Cohorts 1&2 MISCELLANEOUS	
Institute Materials (folders, name tags, professional books/resources, printing, etc.)	$1,000
FY2026 INDIRECT COSTS	
Indirect Costs – Coordination & Clerical Support (10%)	$22,982
FY2026 Total	**$252,798**

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 $477,546.

Source of Funding: Funds to support this request are available in the following account for fiscal year 2025 and anticipated to be available in fiscal year 2026, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-562010-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	$224,748.00
2026	102-500731	Contracts for Program Services	$252,798.00
		Total	$477,546.00

Method of Payment: Payment will be made upon the submittal of a monthly invoice that is received by the 10th of the following month, which is supported by a summary of activities/deliverables that align to the scope of services and 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:

Lynnette Lawrence
Education Consultant
lynnette.e.lawrence@doe.nh.gov

EXHIBIT D

Contractor Obligations

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

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

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

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

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

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

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

Exhibit E

Federal Debarment and Suspension

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

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

   2. Does not have a proposed debarment pending;

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

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

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

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

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

Exhibit F

Anti-Lobbying

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

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

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

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

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

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

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

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

Exhibit G

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

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

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

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

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

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

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

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

Revised June 2022

Contractor Initials JB
Date 7/2/24

Certificate of Authority

I, Jane Bergeron-Beaulieu, hereby certify that I am the sole General Partner/Executive Director of the New Hampshire Association of Special Education Administrators (NHASEA), a general private non-profit organization 501 (c) (3) hereby certify that I am authorized to execute contracts on behalf of the New Hampshire Association of Special Education Administrators (NHASEA) 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: July 09, 2024

Attest: Jane Berg-Beau
Jane Bergeron-Beaulieu, Executive Director

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE NEW HAMPSHIRE ASSOCIATION OF SPECIAL EDUCATION ADMINISTRATORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 30, 2002. 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: **407656**

Certificate Number: **0006250295**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of June A.D. 2023.

David M. Scanlan
Secretary of State

NHASSOC-02

DBEAUDOIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2024

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.

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Insurance Companies	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Association of Special Education Administrators
25 Triangle Park Drive #103
Concord, NH 03301

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	X COMMERCIAL GENERAL LIABILITY				4/7/2024	4/7/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY				4/7/2024	4/7/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR				4/7/2024	4/7/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				2/2/2024	2/2/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation - 3A State - NH

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Donna P. Beaudoin

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NH Association of Special Education Administrators
25 Triangle Park Drive, Suite 103
Concord, NH 03301

Mission: Promoting high quality education and leadership through professional learning, strong partnerships, and the pursuit of solutions to complex challenges within a diverse educational community.

Vision: A voice for equity and excellence in the education of students with exceptional needs.

NEW HAMPSHIRE ASSOCIATION OF SPECIAL EDUCATION ADMINISTRATORS

FINANCIAL STATEMENTS

FOR THE YEAR ENDED
JUNE 30, 2023

NEW HAMPSHIRE ASSOCIATION OF SPECIAL EDUCATION ADMINISTRATORS

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HENNESSEY & VALLEE PLLC
For Individual / Business / Non-profit

H&V

Professional Association / Accountants & Auditors

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
New Hampshire Association of
Special Education Administrators
Concord, New Hampshire 03301

We have reviewed the accompanying financial statements of New Hampshire Association of Special Education Administrators (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

Accountants' Responsibility
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of New Hampshire Association of Special Education Administrators and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion
Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Hennessey & Vallee PLLC

Hennessey & Vallee, PLLC
Concord, New Hampshire

October 10, 2023

NEW HAMPSHIRE ASSOCIATION OF
SPECIAL EDUCATION ADMINISTRATORS

STATEMENT OF FINANCIAL POSITION

AS OF JUNE 30, 2023

ASSETS

Current Assets		
Cash and cash equivalents	$	724,677
Total current assets		724,677
Property and Equipment		
Equipment		33,179
Operating lease right-of-use asset		24,513
Less: Accumulated depreciation		(31,182)
Net property and equipment		26,510
TOTAL ASSETS	$	751,187

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	$	540
Operating lease liability		24,513
Deferred revenue		48,106
TOTAL LIABILITIES		73,159
Net Assets		
Without donor restrictions		678,028
With donor restrictions		-
TOTAL NET ASSETS		678,028
TOTAL LIABILITIES AND NET ASSETS	$	751,187

See accompanying notes and independent accountants' review report.

NEW HAMPSHIRE ASSOCIATION OF
SPECIAL EDUCATION ADMINISTRATORS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Program revenue	$ 572,030	$ -	$ 572,030
Membership dues	140,155	-	140,155
West Central income	39,150	-	39,150
Investment income	8,071	-	8,071
Grant income	7,000	-	7,000
Other income	727	-	727
Total revenue and support	767,133	-	767,133
Net assets released from restrictions - Grants satisfied by payments	-	-	-
EXPENSES			
Program services	669,798	-	669,798
Management and general	13,062	-	13,062
Fundraising	2,655	-	2,655
Total expenses	685,515	-	685,515
TOTAL INCREASE IN NET ASSETS	81,618	-	81,618
NET ASSETS, Beginning of Year	596,410	-	596,410
NET ASSETS, End of Year	$ 678,028	$ -	$ 678,028

See accompanying notes and independent accountants' review report.

NEW HAMPSHIRE ASSOCIATION OF
SPECIAL EDUCATION ADMINISTRATORS

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	Management and General	Fundraising	Total
EXPENSES				
Salaries	$ 194,275	$ 7,298	$ 1,856	$ 203,429
Conferences	152,631	-	-	152,631
Professional development	129,053	-	-	129,053
West Central	32,793	-	-	32,793
Office expenses	25,253	2,550	256	28,059
Speakers	27,968	-	-	27,968
Benefits	26,504	996	253	27,753
Professional fees	16,747	-	-	16,747
Payroll taxes	14,763	555	141	15,459
Occupancy	12,607	473	120	13,200
Dues and subscriptions	8,385	-	-	8,385
Equipment	7,871	-	-	7,871
Insurance	4,937	548	-	5,485
Travel	4,853	-	-	4,853
Bank fees	4,024	447	-	4,471
Scholarships	2,420	-	-	2,420
Retirement plan administration	2,082	78	20	2,180
Depreciation	944	35	9	988
Advertising	950	-	-	950
Website	738	82	-	820
TOTAL EXPENSES	$ 669,798	$ 13,062	$ 2,655	$ 685,515

See accompanying notes and independent accountants' review report.

NEW HAMPSHIRE ASSOCIATION OF
SPECIAL EDUCATION ADMINISTRATORS

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2023

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$	81,618
Adjustments to reconcile change in net assets:		
Amortization		988
(Increase) decrease in -		
Accounts receivable		20,361
Prepaid expenses		3,006
Increase (decrease) in -		
Accounts payable and accrued expenses		(559)
Deferred revenue		48,106
Total adjustments		71,902
NET CASH PROVIDED BY OPERATING ACTIVITIES		153,520
NET INCREASE IN CASH		153,520
CASH, Beginning of Year		571,157
CASH, End of Year	$	724,677

See accompanying notes and independent accountants' review report.

A. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities
New Hampshire Association of Special Education Administrators (the "Association") is a New Hampshire nonprofit organization. The Association is a voice for equity and excellence in the education of students with exceptional needs. It promotes high quality education and leadership through professional learning, strong partnerships, and the pursuit of solutions to complex challenges within a diverse educational community.

Basis of Accounting
The financial statements of the Association have been prepared on the accrual basis of accounting and accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation
The Association is required to report information regarding its financial position and activities according to two classes of net assets: without and with donor restrictions.

Estimates
Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Fair Value of Financial Instruments
Accounting Standards Codification No. 825, "Financial Instruments," requires the Association to disclose estimated fair values for its financial statements. The carrying amounts of cash, prepaid expenses, other receivables, accrued expenses and refundable advances (deferred revenue) approximate fair value because of the short maturity of those instruments.

Cash and Cash Equivalents
For purposes of reporting the Statement of Cash Flows, the Association considers certificates of deposit, money market funds and all other highly liquid investments purchased with a maturity date of less than three months to be cash equivalents.

Property and Equipment
All acquisitions of property and equipment in excess of $2,500 and all expenditures for repairs, maintenance, renewals and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is calculated using the straight-line methods over the following estimated useful lives:

Office equipment	5 years

The Association recognizes and measures its office and equipment leases in accordance with FASB ASC 842, Leases. See note D.

A. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Support
Contributions received are recorded as without or with donor restrictions, depending on the existence and/or nature of any donor restrictions. Support that is restricted by the donor is reported as an increase in net assets with donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as assets released from restrictions.

Donated Services
No amounts have been reflected in the financial statements for donated services. The Association generally pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Association with specific assistance programs, campaign solicitations, and various committee assignments.

Advertising
The Association expenses advertising costs as incurred. Advertising costs at June 30, 2023 totaled $950.

Functional Expenditures
Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services on the basis of period time and expense studies. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Association.

Income Taxes
The Association is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Association has no uncertain tax positions as of June 30, 2023.

The Association files its Form 990 in the U.S. federal jurisdiction and the office of the state's attorney general for the State of New Hampshire. The Association is generally no longer subject to examination by the Internal Revenue Service for years before 2020.

B. CONCENTRATION OF CREDIT RISK

The Association maintains its cash balances with various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2023, there were uninsured balances of $114,072.

See independent accountants' review report.

C. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30, 2023:

Office equipment	$	33,179
Less: accumulated depreciation		(31,182)
Property and Equipment, net	$	1,997

Depreciation expense for the year ended June 30, 2023 was $988.

D. OPERATING LEASES

Office Space
The Association leases office space from Center at Triangle Park, Inc. The term of the lease is July 1, 2021 through June 30, 2024 for $1,100 per month. The remaining commitment under this lease is as follows:

2024	$	13,200

Office Equipment
The Association leases its copiers. Lease payments totaled $7,871 for the year ended June 30, 2023. In June 2019, the Association signed a lease for a new copier with monthly base payments of $1,045 for 60 months. The remaining commitment under this lease is as follows:

2024	$	12,540

The Association recognizes and measures its leases in accordance with FASB ASC 842, leases, for its office space and copiers. The Association recognizes a lease liability and right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. The discount rate is the Association's incremental borrowing rate. The ROU asset is measured throughout the lease term at the amount of the present value of the remaining payments. The lease cost is recognized on the straight-line basis over the lease term. The ROU asset and related liability are recorded on the balance sheet for the lease period beginning July 1, 2022 and ending June 31, 2024 in the amount of $24,513.

See independent accountants' review report.

E. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Association's financial assets as of June 30, 2023, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date.

Financial assets at year-end	$ 724,677
Less those unavailable for general expenditures within one year, due to:	
Donor-restricted	(0)
Financial assets available to meet cash needs for general expenditure within one year	$ 724,677

As part of liquidity management, the Association has a goal to maintain financial assets, which consist mostly of cash on hand, to meet 60 days of normal operating expenses, which are, on average, approximately $115,000.

F. NET ASSETS

Net Assets With Donor Restrictions
As of June 30, 2023, the Association had no net assets with donor restrictions.

G. SUBSEQUENT EVENTS

In preparing these financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through October 10, 2023, the date the financial statements were available to be issued.

See independent accountants' review report.

N.H. Association of Special Education Administrators
Board of Directors
2023-2024

Helen Rist June 2024	President	603-692-4411 (office) Fax: 603-692-6717 **hrist@slc.k12.nh.us**
Christine Boston June 2024/June 2026	President Elect Roll into President Position	603-516-7208 (office) Fax: 603-516-6725 **c.boston@dover.k12.nh.us**
Larry Elliott June 2025	Treasurer	603-526-9176 Office Fax: 603-526-9145 **lelliott@kearsarge.org**
Kelly Mask June 2024	Secretary	603-569-5167 (office) Fax: 603-569-6983 **kmask@sau49.org**
Karen Guercia June 2024	Member-at-Large	603-485-5187 (office) Fax: 603-485-9529 **kguercia@sau53.org**
Rachel Borge June 2024	Member-at-Large	603-883-7765 X-85012 (office) **rborge@sau81.org**
Lauren DiGennaro June 2025	Member-at-Large	603-324-5999 X-5030 Fax: 603-697-8462 **lauren.digennaro@sau41.org**
Jennifer Katz-Borrin June 2025	Member-at-Large	603-466-3632 X-1106 (office) Fax: 603-466-3670 **jennifer.katz-borrin@sau20.org**
Catherine Woods June 2025	Member-at-large	603-903-6967 Office Work Cell: 603-762-7067 **cwoods@mrsd.org**

Jane Bergeron-Beaulieu Executive Director 603-224-7555 (office); [redacted] **jbergeron@nhasea.org**

Denise Lavoie Office Manager and Admin. Asst. to Executive Director
603-224-7555 (office) **dlavoie@nhasea.org**

Amanda Horrocks Manager of Communications and Marketing
603-224-7555 (office) **ahorrocks@nhasea.org**

5/10/2024

Key Personnel Sheet for NHASEA Staff

Names of Staff Member	Annual Salary	Amount of Salary Paid by Contract
Jane Bergeron-Beaulieu	[redacted]	$0
Denise Lavoie	[redacted]	$0

Jane M. Bergeron-Beaulieu

[redacted] ▪ [redacted] ▪ [redacted]
♦ [redacted]

Profile

Motivated visionary leader who is an experienced, organized and efficient educator with proven ability for systemic thinking, collaborative goal setting and establishing nonnegotiable expectations for accountability. Extensive experience in using data to inform decisions and for successful fiscal management of budgets. Known for the development, implementation and support for professional learning opportunities and one who has an affinity for working collaboratively with NH's educational communities.

Effective and skilled communicator who listens and observes with empathy, has strong written and verbal presentation skills, has the ability to solicit and promote partnerships. An individual who can successfully work with a wide range of stakeholders from diverse backgrounds and has the ability to foster healthy organizational culture.

Flexible and versatile individual who has strong interpersonal skills, is able to maintain a sense of humor and diplomacy in demanding environments, has excellent team building skills and the ability to inspire and motivate and easily adapt to the changing needs of organizations.

Professional Skills

- Collaborative Leadership
- High Degree of Integrity
- Motivated and Confident
- Values Diversity
- Organized and Articulate
- Encourages Constructive Challenge

Professional Experience

2017 – Present Executive Director, NH Association of Special Education Administrators

General Responsibilities

- Work with the Board of Directors to fulfill the organization mission
- Provide leadership and direction in strategic planning, goal setting, related program development and organizational financial planning
- Develop and manage budget and resources sufficient to ensure the fiscal health of the organization
- Collaborate with the board of directors, staff, members and key stakeholder to ensure the mission is alive, well and represented throughout the various aspects of the agency
- Establish and maintain sound working relationships and collaborative partnerships with various stakeholders at the local, state and federal levels
- Work closely with the board of directors to seek advice in policy decisions and increase general visibility of the organization
- Maintain a working knowledge of significant developments and trends in the field of education

1991-2017 Southeastern Regional Education Service Center, Inc. (SERESC), Bedford, NH
Independent Education Consultant and Director of Professional Learning and Services

General Responsibilities:

- Plan, direct and supervise all professional development offerings and activities to include institutes, workshops, round table sessions, conferences, meetings and trainings offered at SERESC Conference Center
- Oversee and assist in the design and implementation of all site based, job embedded professional development offered by SERESC
- Support and supervise implementation of state and federal grants and statewide initiatives
- Work collaboratively with regional and state special education administrators, superintendents and curriculum directors in the design and implementation of creative and innovative professional development offerings
- Maintain strong working relationships with colleges and universities in the design and offering of professional development
- Lead, coordinate and oversee all clinical service providers at SERESC (speech language pathology, psychologists, occupational and physical therapy, behavioral specialists etc.)

1991- 2014 SERESC Independent Consultant and Administrator, NHDOE Special Education Program Approval and Improvement Process

General Responsibilities

- Maintain and oversee special education compliance data for the New Hampshire Department of Education
- Develop and maintain a strong partnership with the New Hampshire Department of Education, SAUs and Private Special Education Schools in interpreting and analyzing state and federal special education laws and regulations
- Ensure fiscal accountability for $750,000 annual grant
- Leadership and support to management team of nine education consultants
- Conduct strategic planning, goal setting and monitoring of the project

2012-2104 Instructional Support Liaison, New Hampshire Department of Education

General Responsibilities:

Represent the NHDOE and provide support to the field in the following areas:

- School Improvement Planning
- School/Community Relations
- Addressing the learning gap
- College and Career Ready Standards with emphasis on struggling learners
- STEM Education
- Promoter and supporter in the implementation of large scale NHDOE Initiatives
- Professional developer in the areas of leadership, teacher supervision/evaluation

1988 -1991 Principal Frisbee Middle School, Kittery Maine

General Responsibilities:

- Shape mission and vision of academic success for all learners
- Create a school climate hospitable to all
- Cultivate leadership in others
- Ensure high quality instruction for all children
- Develop and oversee all aspects of school budget
- Manage data and all related processes
- Develop and monitor all aspects of school budget

Denise M. Lavoie
[redacted]

Type of Position Sought

To work in a school/office setting, actively working with other employees, teachers, students, staff, greeting the public, etc.

Skills

I am an organized, courteous, dedicated, hardworking, motivated, troubleshooter and someone who pays attention to detail. I enjoy working with people. I accept challenges willingly and take pride in my work. Computer efficient with Microsoft word, excel, Microsoft 365, working with quick books online.

Experience

Administrative Assistant/Office Manager
NHASEA, 25 Triangle Park Drive, Concord, NH
February 2004 – Present

Responsibilities include Maintaining records of Association membership, processing of membership dues, setting up of conferences including all necessary reservations and organizing of materials and registration, maintaining checkbook including accounts payable and receivable, closely working with the bookkeeper in preparing budget and financial reports, handling of all mail, answering phones, typing of correspondence, any other duties as assigned by the Executive Director

Administrative Assistant
Hopkinton School District, 204 Maple Street, Contoocook, NH
March 2000 – February 2004

Responsibilities included: typing of correspondence for Director of Student Services and Business Administrator, maintaining records and files of Special Education students in-district, updating SPEDIS records for students identified with Special Education on the State of New Hampshire Department of Education database, organizing transportation for Special Education students, maintaining adequate record keeping of identified students in-district, working closely with teachers regarding Special Education requirements for students, typing of yearly budget revisions, typing correspondence and providing any clerical support as Superintendent deems necessary, provide assistance for bookkeeper organizing payroll and filing of accounts payable, answering incoming telephone lines, greeting public, filing, copying, opening incoming mail.

Secretary/Backup Receptionist
Shaheen & Gordon, P.A, Two Capital Plaza, Post Office Box 2703, Concord, NH
August 1999 – December 1999

Responsibilities included: typing of correspondence for associate of the firm, giving back up support to other attorneys of the firm, transcribing dictated material, answering several incoming telephone lines, greeting clientele, handling the receptionist desk in her absence, filing, copying, opening incoming mail, prepare outgoing mail, and other duties as deemed necessary.

Secretary
Disabilities Rights Center, Inc., 18 Low Avenue, Concord, NH
March 1986 – July 1999

Responsibilities included: typing of all handwritten and dictated letters, pleadings, and memoranda, assisting attorneys and advocates with any support needed for their case work, collating and maintaining of all personnel time records, photocopying materials, opening incoming mail, preparing outgoing mail, filing, and answering incoming telephone lines while covering receptionist position in her absence, initial telephone contact with potential clients, final processing of client intake forms, entering data in database for potential and current clients, and opening and closing of client files.

Secretary
State of New Hampshire, Department of Education, 101 Pleasant Street, Concord, NH
June 1979 – March 1986

Responsibilities included: all typing for two Consultants, organization of all materials, answering telephones, photocopying, filing, dictation by means of stenography and transcription.

Education

Pembroke Academy, Pembroke, New Hampshire. High School Diploma June 1979.

References

Preston Alan Pardy, Retired Executive Director, Adjunct Instructor at NHTI
Jennifer Pomykato, Former NHASEA Board Chair and Director, NHSAA
Carol Kosnitsky, Former Special Ed Director in Hopkinton, and current Special Ed Consultant