



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

December 5, 2024 **125A**

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

REQUESTED ACTION

Authorize the Department of Safety, NH Office of Highway Safety (OHS) permission to enter into a **sole source** contract with NHIAA (New Hampshire Interscholastic Athletic Association), (VC#154201-B001) 251 Clinton Street Concord, NH 03301 in an amount not to exceed \$31,500.00 to coordinate traffic safety campaigns during the 2024-2025 sports season (SFY-2025). Effective upon Governor and Council approval through September 30, 2025. **100% Federal Funds**

Funds are available in the following accounts for SFY 2025:

02-23-23-231010-75410000 Dept. of Safety- Office of Commissioner- NHTSA Grants 102 500731 Contracts for Program Services	<u>SFY2025</u> \$23,625.00
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02-23-23-231010-75430000 Dept. of Safety- Office of Commissioner- 410/Alcohol 102 500731 Contracts for Program Services:	<u>SFY2025</u> \$7,875.00
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Grand Total: \$31,500.00

EXPLANATION

Under age 21 operator fatalities in the state of New Hampshire have increased sharply from 1 in 2022 and 3 in 2023 to 10 in 2024, representing a 233.33% increase from 2023 to date. The purpose of this request is for the NHIAA to deliver Highway Safety messaging to youth-based gatherings through public service announcements. This is a **sole source** contract because, since 1947, the NHIAA has been organizing, supervising and coordinating a statewide athletic program, with sole responsibility for organizing the statewide interscholastic athletic championships and is exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. Informing and educating the motoring public and vulnerable road users about important highway safety issues is an effective tool in the overall effort to save lives on New Hampshire roads, and it is important for these safety messages to target the correct demographic. This contract with the NHIAA allows the Office of Highway Safety to target the demographics most often at risk: young males ages 19 and 25, adults ages 36-55 and teens 18 and under. The NHIAA venue offers many options for delivery of messaging, including radio PSAs, video board PSAs and in-game promotions like trivia, on-field promotions that encourages fan participation, signage in several areas and sponsorships.

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This contract will promote the Speeding, Distracted Driving, Impaired Driving and Occupant Protection campaigns by providing PSAs to be played on State athletic championship video boards, preceded by an announcement directing attention to the videoboard, which will include a "Scan to Take Pledge" QR code.

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

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

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 NH Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NHIAA – New Hampshire Interscholastic Athletic Association #25-276		1.4 Contractor Address 251 Clinton Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228- 8671	1.6 Account Number 25-276 23-274 See Exhibit C	1.7 Completion Date 09/30/2025	1.8 Price Limitation \$31,500.00
1.9 Contracting Officer for State Agency Jeffrey A. Landi LEL/Field Representative		1.10 State Agency Telephone Number 603-271-6709	
1.11 Contractor Signature Date: 10/16/24	1.12 Name and Title of Contractor Signatory JEFFREY T. COLLINS EXECUTIVE DIRECTOR NHIAA		
1.13 State Agency Signature Date: 12/14/24	1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration		
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: 12/09/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
Date: 10/16/24

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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

Contractor Initials

Date


6/16/24

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)⁽¹⁾ in every contract or agreement subject to the Acts and the Regulations.

Contractor Initials

Date


10/6/24

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Contractor Initials

Date 10/16/24

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by section 1352, title 31, 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

Contractor Initials

Date


10/16/24

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

§ 2 CFR 200.317 Procurements by states.

§ 2 CFR 200.318 General procurement standards.

§ 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

§ 2 CFR 200.414 Indirect (F&A) costs.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory:  Date: 10/16/24
Signors Printed Name: JEFFREY T. COLLINS

Contractor Initials 
Date 10/16/24

EXHIBIT B

Scope of Services

Employment of Contractor; Services to be Performed

This contract is effective upon Governor and Council Approval through September 30, 2025. The total cost of this contract shall not exceed \$31,500.00.

The NH Office of Highway Safety (OHS) reserves the right to reject any creative not approved within this contract or not eligible under the National Highway Traffic Safety Administration Grant Program. The Contractor will incur any costs associated with developing additional materials, props, equipment, etc.

The general responsibilities of the contractor are as follows:

- a) To administer all materials needed for air play of advertisements as referenced below, including printed materials, if any.
- b) To provide with proof of performance and the following itemized information about each campaign: total number run, dollar value, date and time of airing and campaign topic. (ie: distracted driving, speeding, etc.)
- c) To ensure the ads run within the approved flight date within the correct HVE or social norming campaign, if applicable.

The contractor will be responsible for the payment of any subcontractors.

The responsibilities of the contractor for each campaign are as follows:

Total Campaign Value: \$39,000

Total Campaign Cost to NHDOS (Oct. '24- June '25): \$31,500.00 + (\$7,500 Earned Media)

The NHIAA will display one (1) :15 - :30 PSA (.MP4 Commercial) for each program area:

- Speed
- Distracted
- Impaired
- Occupant Protection

At the following Championships:

2025 NHIAA Baseball State Championships

Delta Dental Stadium in Manchester, NH (Outfield Videoboard)

June 14 (Rain date of June 15) – 4 Games (Divisions I, II, III, IV)

- Each Video to Run a Total of 4 times (1/game x 4 games)
- Each video to be preceded by an announcement asking fans to direct attention to screen.
- QR code w/ a "Scan to Take Pledge" slide to be shown after video.

Total Cost: \$10,500

Contractor Initials 
Date 10/16/24

2025 AA Hockey State Championships

SNHU Arena in Manchester, NH (center-hung videoboard) March 15, 2025

Boys Divisions I, II, and III and Girls (only one division) - 1,400 participants from New Hampshire High Schools (3 Boys Divisions, 1 Girls Division) Estimated Attendance: 6,500 (3 Boys Championship Games, 1 Girls Championship Game)

- Each video to run a total of four (4) times (4/division x 4 divisions (3 boys, 1 girls))
- Each video to be preceded by an announcement asking fans to direct attention to screen
- QR Code w/a "Scan to Take Pledge" slide to be shown after video

Total Cost: \$10,500

2025 NHIAA Outdoor Track and Field Championships – MEET OF CHAMPIONS

University of New Hampshire, Durham, NH (Endzone Videoboard) OR SNHU (Endzone Videoboard)

First week of June

Outdoor Track, and ~800 "Best of the Best" athletes at Meet of Champions the following weekend.

- Each Video to Run one time during event.
- Each video to be preceded by an announcement asking fans to direct attention to screen.
- QR code w/ a "Scan to Take Pledge" slide to be shown after video.

Total Cost: \$10,500

ADDED MEDIA VALUE/EARNED MEDIA.

• *Display Ads at NHIAA.org directing visitors (7.4 MIL annually) to NH DOS Web site/survey/NHTSA website/Traffic Safety Marketing.*

• *SOCIAL MEDIA: The NHIAA will display one (1) :15 - :30 PSA (.MP4 Commercial) for each program area:*

- o *Speed*
- o *Distracted*
- o *Impaired*
- o *Occupant Protection*

One post per month during each month of partnership, with link to NHOHS Web site.

Contractor Initials

Date


10/16/24

EXHIBIT C

Terms of Payment

The appropriate account number for the P-37 form, section 1.6 is as follows: Office of Highway Safety

Payment for contracted services for advertisement will be made within (30) days upon the State's timely receipt, acceptance and approval of each itemized invoice as follows:

Payment – upon completion of aired advertisements and Department of Safety, Office of Highway Safety's receipt of final performance and evaluation report as stated in the Scope of Services for an amount up to \$31,500.00.

Invoice(s) shall be submitted to:

Julia M. Wayland, Accountant,
New Hampshire Department of Safety
Office of Highway Safety, Room 208
33 Hazen Drive Concord, NH 03305
Julia.M.Wayland@dos.nh.gov

Funding is available in SFY25 budget as follows:

02-23-23-231010-7541000, 02-23-23-231010-7543000 Dept. of Safety – Office of Commissioner – NHTSA Grants and Alcohol-Impaired Driving.
102 500731 Contracts for Program Services:

Police Traffic Services (Speeding): \$7,875.00
Distracted Driving: \$7,875.00
Impaired Driving: \$7,875.00
Occupant Protection: \$7,875.00
Total: \$31,500.00

Contractor Initials 
Date 10/16/24

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
Bill & Supplemental Bill - 402 & Flex 405e	
FAIN Number (Sub Award): 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL, 69A3752430SUP405eNHL, 69A3752530000405eNHL, 69A3752530SUP405eNHL	
Project Title & Number: New Hampshire Interscholastic Athletic Association (NHIAA) 24-271 ² 25-276	
Funding Source; PSP & Task #: 25-02-03	
UEI# C1UBCQ63KHG9	Expiration: 1/17/2025 Date Stamped: 10/08/24
Award Title: NHTSA Section 402 Police Traffic Services - Speeding	
Assistance Listing Number (ALN): 20.600	
Is This a Research and Development Project (Yes or No): No	
In Kind Match: \$1,968.75	
In Kind Match to support this project shall be met using advertising or related work.	

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
Bill & Supplemental Bill - 402 & Flex 405e	
FAIN Number (Sub Award): 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL, 69A3752430SUP405eNHL, 69A3752530000405eNHL, 69A3752530SUP405eNHL	
Project Title & Number: New Hampshire Interscholastic Athletic Association (NHIAA) 24-271 ² 25-276	
Funding Source; PSP & Task #: 25-04-03	
UEI# C1UBCQ63KHG9	Expiration: 1/17/2025 Date Stamped: 10/08/24
Award Title: NHTSA 402 Police Traffic Services and 405e Distracted Driving	
Assistance Listing Number (ALN): 20.616, 20.600	
Is This a Research and Development Project (Yes or No): No	
In Kind Match: \$1,968.75	
In Kind Match to support this project shall be met using advertising or related work.	

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
Bill & Supplemental Bill – 405d	
FAIN Number (Subaward): 69A3752230SUP405dNHL, 69A3752330000405dNHL, 69A3752330SUP405dNHL 69A3752430000405dNHM, 69A3752430SUP405dNHM, 69A3752530000405dNHM, 69A3752530SUP405dNHM	
Project Title & Number: New Hampshire Interscholastic Athletic Association (NHIAA) 24-271 ²⁵⁻²⁷⁶	
Funding Source; PSP & Task #: 25-07-03	
UEI# C1UBCQ63KHG9 Expiration: 1/17/2025 Date Stamped: 10/08/24	
Award Title: NHTSA Section 405d ALCOHOL	
Assistance Listing Number (ALN): 20.616	
Is This a Research and Development Project (Yes or No): No	
In Kind Match: \$1,968.75	
In Kind Match to support this project shall be met using advertising or related work.	

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
Bill & Supplemental Bill - 405b	
FAIN Number (Subaward): 69A3752230SUP405bNHL, 69A3752330000405bNHL, 69A3752330SUP405bNHL 69A3752430000405bNHL, 69A3752430SUP405bNHL, 69A3752530000405bNHL, 69A3752530SUP405bNHL	
Project Title & Number: New Hampshire Interscholastic Athletic Association (NHIAA) 24-271 ²⁵⁻²⁷⁶	
Funding Source; PSP & Task #: 25-01-03	
UEI# C1UBCQ63KHG9 Expiration: 1/17/2025 Date Stamped: 10/08/24	
Award Title: NHTSA 405b Occupant Protection	
Assistance Listing Number (ALN): 20.616	
Is This a Research and Development Project (Yes or No): No	
In Kind Match: \$1,968.75	
In Kind Match to support this project shall be met using advertising or related work.	

Contractor Initials 
Date 10/6/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 11, 1951. 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: 63953

Certificate Number: 0006807386



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State



NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION

Established 1947

251 Clinton Street • Concord, N.H. 03301-8432

(603) 228-8671 • Fax (603) 225-7978

www.nhiala.org

Jeffrey T. Collins
Executive Director

CERTIFICATE OF AUTHORITY

I, Gary Dempsey, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of the New Hampshire Interscholastic Athletic Association.
2. The following is a true representation of a vote taken by the NHIAA Executive Council, on November 21, 2024, in which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jeffrey T. Collins, Executive Director of the NHIAA is duly authorized on behalf of the New Hampshire Interscholastic Athletic Association to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect. This authority remains valid for ninety (90) days from the date of this Certificate of Authority. 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: 12/4/24

A handwritten signature in black ink that reads "Gary Dempsey". The signature is written in a cursive, flowing style.

Gary Dempsey
President, NHIAA



CERTIFICATE OF LIABILITY INSURANCE

NHINTER-01

MSNELL

DATE (MM/DD/YYYY)

10/25/2024

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).

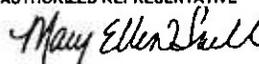
PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC
	PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: msnell@davistowle.com
INSURED NH Interscholastic Athletic Association, Inc. 251 Clinton Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: Utica National Insurance Group
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			CPP1497447	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1497447	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULP1496447	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1796064	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Information3A States: NH

CERTIFICATE HOLDER NH Office of Highway Safety 33 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

Financial Statements

June 30, 2024 and 2023

and

Independent Auditor's Report



**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

**FINANCIAL STATEMENTS
June 30, 2024 and 2023**

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CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Council of
New Hampshire Interscholastic Athletic Association, Inc.

Opinion

We have audited the accompanying financial statements of the New Hampshire Interscholastic Athletic Association, Inc. (a non-profit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Interscholastic Athletic Association, Inc. as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Interscholastic Athletic Association, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing

standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of game revenues and expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Vashon Clukay & Company PC

Manchester, New Hampshire
November 21, 2024

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 702,905	\$ 553,073
Investments	1,274,833	1,165,279
Accounts receivable	60,448	62,085
Prepaid expenses	<u>15,723</u>	<u>86,550</u>
TOTAL CURRENT ASSETS	<u>2,053,909</u>	<u>1,866,987</u>
NONCURRENT ASSETS:		
Land, building and equipment, net	<u>243,937</u>	<u>259,597</u>
TOTAL NONCURRENT ASSETS	<u>243,937</u>	<u>259,597</u>
TOTAL ASSETS	<u>\$ 2,297,846</u>	<u>\$ 2,126,584</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 13,335	\$ 10,499
Accrued expenses	55,599	43,854
Deferred revenue	<u>36,161</u>	<u>16,836</u>
TOTAL CURRENT LIABILITIES	<u>105,095</u>	<u>71,189</u>
TOTAL LIABILITIES	<u>105,095</u>	<u>71,189</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	2,032,082	1,894,726
With donor restrictions:		
Student Leadership Sponsorships	18,935	18,935
Life of an Athlete	<u>141,734</u>	<u>141,734</u>
TOTAL NET ASSETS	<u>2,192,751</u>	<u>2,055,395</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,297,846</u>	<u>\$ 2,126,584</u>

See notes to financial statements

EXHIBIT B
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUES AND GAINS:		
Game revenues	\$ 691,406	\$ 678,239
Membership dues	358,800	359,850
Broadcasting and corporate sponsorships	274,240	229,660
Contributions of nonfinancial assets	25,337	23,228
Officials registrations	76,054	74,169
Coaches education	62,640	61,265
Rulebook sales	10,303	11,928
Hall of Fame banquet	9,665	8,545
Athletic secretary conference	2,765	4,535
Earnings from investments	29,786	78,581
Net realized and unrealized gain (loss) on investments	80,158	(3,918)
Other income	5,937	12,572
TOTAL REVENUES AND GAINS WITHOUT DONOR RESTRICTIONS	<u>1,627,091</u>	<u>1,538,654</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of program restrictions	<u>-</u>	<u>450</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>-</u>	<u>450</u>
TOTAL REVENUES, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	<u>1,627,091</u>	<u>1,539,104</u>
EXPENSES:		
Program services -		
Sports programming	1,191,708	1,124,963
Life of an Athlete		450
Supporting services -		
Management and general	298,027	298,676
TOTAL EXPENSES	<u>1,489,735</u>	<u>1,424,089</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>137,356</u>	<u>115,015</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Net assets released from restrictions	<u>-</u>	<u>(450)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>-</u>	<u>(450)</u>
CHANGE IN NET ASSETS	137,356	114,565
NET ASSETS - Beginning of year	<u>2,055,395</u>	<u>1,940,830</u>
NET ASSETS - End of year	<u>\$ 2,192,751</u>	<u>\$ 2,055,395</u>

See notes to financial statements

EXHIBIT C

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2024

	<u>Sports Programming</u>	<u>Life of an Athlete</u>	<u>Total Program Services</u>	<u>Management and General</u>	<u>Total</u>
Salaries and wages	\$ 455,460		\$ 455,460	\$ 39,605	\$ 495,065
Employee benefits	4,430		4,430	385	4,815
Payroll taxes	36,223		36,223	3,150	39,373
Flexible benefit payments	34,745		34,745	3,021	37,766
Retirement expenses	43,842		43,842	3,812	47,654
Game expenses	434,181		434,181		434,181
Professional services			-	78,170	78,170
Insurance	55,872		55,872	2,922	58,794
Building maintenance			-	26,483	26,483
Plaques and medals	44,489		44,489		44,489
Committee meeting expenses	11,761		11,761		11,761
Rulebooks	15,680		15,680		15,680
Printing	8,084		8,084		8,084
Electronic communications fees			-	79,193	79,193
Office expenses			-	7,239	7,239
Coaches education	1,625		1,625		1,625
Travel	10,880		10,880		10,880
Conferences	335		335	4,462	4,797
Postage			-	3,835	3,835
Telephone			-	9,349	9,349
Workshop/ Banquets Expenses	34,101		34,101		34,101
Property taxes			-	5,869	5,869
Repairs and maintenance			-	3,737	3,737
Electricity			-	4,649	4,649
Dues			-	3,075	3,075
Computer software fees			-	3,411	3,411
Depreciation			-	15,660	15,660
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,191,708</u>	<u>\$ -</u>	<u>\$ 1,191,708</u>	<u>\$ 298,027</u>	<u>\$ 1,489,735</u>

See notes to financial statements

EXHIBIT C

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2023

	<u>Sports Programming</u>	<u>Life of an Athlete</u>	<u>Total Program Services</u>	<u>Management and General</u>	<u>Total</u>
Salaries and wages	\$ 445,096		\$ 445,096	\$ 45,458	\$ 490,554
Employee benefits	4,683		4,683	407	5,090
Payroll taxes	35,100		35,100	3,052	38,152
Flexible benefit payments	33,645		33,645	2,926	36,571
Retirement expenses	47,484		47,484	4,129	51,613
Game expenses	398,405		398,405		398,405
Professional services			-	80,285	80,285
Insurance	56,929		56,929	3,161	60,090
Building maintenance			-	29,634	29,634
Plaques and medals	38,089		38,089		38,089
Committee meeting expenses	11,283		11,283		11,283
Rulebooks	6,452		6,452		6,452
Printing	1,835		1,835		1,835
Electronic communications fees			-	73,055	73,055
Office expenses			-	6,539	6,539
Coaches education	800		800		800
Travel	9,825		9,825		9,825
Conferences	1,208		1,208	825	2,033
Postage			-	2,970	2,970
Telephone			-	8,037	8,037
Workshop/ Banquets Expenses	34,129		34,129		34,129
Property taxes			-	5,622	5,622
Repairs and maintenance			-	4,224	4,224
Electricity			-	4,966	4,966
Dues			-	3,125	3,125
Computer software fees			-	2,288	2,288
Depreciation		\$ 450	450	17,973	18,423
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,124,963</u>	<u>\$ 450</u>	<u>\$ 1,125,413</u>	<u>\$ 298,676</u>	<u>\$ 1,424,089</u>

See notes to financial statements

EXHIBIT D
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from participants and supporters	\$ 1,506,835	\$ 1,573,520
Interest and dividends received	29,786	78,581
Other cash receipts	5,937	12,572
Cash paid to employees	(531,085)	(521,417)
Cash paid to suppliers	<u>(832,245)</u>	<u>(969,196)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>179,228</u>	<u>174,060</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investments	(44,532)	(92,117)
Proceeds from sale of investment securities	<u>15,136</u>	<u>13,728</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(29,396)</u>	<u>(78,389)</u>
NET INCREASE IN CASH	149,832	95,671
CASH - Beginning of year	<u>553,073</u>	<u>457,402</u>
CASH - End of year	<u>\$ 702,905</u>	<u>\$ 553,073</u>
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Change in net assets	\$ 137,356	\$ 114,565
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Depreciation and amortization	15,660	18,423
Net realized and unrealized (gain) loss on investments	(80,158)	3,918
Changes in operating assets and liabilities:		
Accounts receivable	1,637	151,574
Prepaid expenses	70,827	(76,068)
Accounts payable	2,836	(14,016)
Accrued expenses	11,745	(18,091)
Deferred revenue	<u>19,325</u>	<u>(6,245)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 179,228</u>	<u>\$ 174,060</u>
SUPPLEMENTAL DATA:		
Noncash activities:		
Net value of in-kind game supplies and other products from corporate sponsor	<u>\$ 25,337</u>	<u>\$ 23,228</u>

See notes to financial statements

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2024 and 2023

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The New Hampshire Interscholastic Athletic Association, Inc. (the “Association”) is a non-profit association organized in 1951. The Association is responsible for the coordination of all recognized interscholastic athletic events for its member schools within the State of New Hampshire. The Association’s principal sources of funding include revenue from tournament proceeds, membership dues from member schools, and corporate sponsorship programs.

Nature of Activities

Program Services

The Association’s primary service is the administration of state-wide athletics and regulations, to ensure that competition is equalized. Administration programming is performed through organizing, supervising, and coordinating the state-wide athletic program.

Accounting Policies

The accounting policies of the Association conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Association is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has not designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor-imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Association that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in net assets without restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Association considers all unrestricted highly liquid investments with a maturity of 90 days or less to be cash equivalents as follows:

	<u>2024</u>	<u>2023</u>
Cash	<u>\$ 702,905</u>	<u>\$ 553,073</u>

Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Association maintains cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2024 and 2023, the Association has uninsured cash balances totaling \$184,777 and \$33,258, respectively.

Investments

Investments, which consist of equities and fixed-income mutual funds are carried at fair value at June 30, 2024 and 2023 in the statements of financial position. Unrealized gains and losses on investments are reflected in the statements of activities. Investment revenues are reported net of related expenses. Total investment fees for the years ended June 30, 2024 and 2023 were \$15,136 and \$13,728, respectively.

Contributions

As required by generally accepted accounting principles, contributions received are recorded as assets with donor restrictions or assets without donor restrictions depending upon the existence and/or nature of any donor restrictions.

Receivables

Trade receivables represent amounts due for game revenues, membership dues, corporate sponsorship and broadcast rights, registrations, and other program revenue. The Association has no policy for recognizing interest income on trade receivables. The Association uses the aging method to estimate the credit loss allowance. No allowance for credit losses has been recorded for the years ending June 30, 2024 and 2023, because management of the Association believes that all outstanding receivables are fully collectible. No credit loss expense was reported for the years ending June 30, 2024 and 2023.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

Property and Equipment

Property and equipment are stated at cost. The Association charges depreciation to expense which allocates the cost of property and equipment over the estimated useful life of the asset. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Land improvements	5-10
Building and improvements	10-39
Equipment	3-10

Accrued Vacation

Full time personnel accrue paid vacation at the rate of one (1) day per month or twelve (12) working days per year. Employees may accumulate unused vacation days between five (5) and forty-five (45) days based on job classification. Such accumulations are payable to the employee upon separation from employment.

Revenue and Revenue Recognition

The Association recognizes contributions, donations, and miscellaneous income when cash is received. Conditional promises to give; that is, those which contain a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

A portion of the Associations revenue is derived from cost reimbursable state contacts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Association has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as revenue with donor restrictions for state contracts and grants which the Association has determined that performance requirements will be met.

The Association recognizes revenue from contracts with customers in the form of game revenues, membership assessments, corporate sponsorship, broadcast rights, and registration fees.

Game Revenues

Revenues recognized from sales of tickets for admission to games are recognized at the point in time the sale takes place. All sales are paid in full at the point of sale. No revenue-related assets or liabilities are reported in relation to these transactions.

Membership Assessments

Membership assessments revenue is recognized at the point in time when received and are due prior to the start of the season. Membership assessments include a flat fee and a variable portion depending on the number of sports a school district wishes to participate in. Membership assessments are refundable if the district cancels prior to specific dates. Membership assessments which are received in advance of the start of the season are deferred to the applicable period.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2024 and 2023

Corporate Sponsorship and Broadcast Rights

Revenue recognized from corporate sponsorship and broadcast rights are recognized using two different approaches based on the types of revenue. If the benefit allows the customer to have a right-to-access, that revenue is recognized over time, while other benefits that allow the customers the right-to-use, that revenue is recognized at a point-in-time.

Under the Association's multimedia and sponsorship agreement, revenue related to the use of functional intellectual property such as radio and television broadcast rights are recognized as revenue at the point in time when the customer can first benefit.

Revenue recognized from symbolic intellectual property such as print, media, advertising, game programs, corporate sponsorship, and other promotional activities are recorded over time. In addition, symbolic intellectual property includes brands, team or trade names, logos, and franchise rights, which are also recognized as revenue over time.

The Association's multimedia and sponsorship agreement, which has the same period as the Association fiscal year end, includes a fixed guaranteed amount and variable portion for potential additional revenue. The Association recognizes receivables for amounts which are guaranteed in the contract and agreement that have not been received prior to the end of the fiscal year.

Registrations

The Association recognizes revenue related to officials registrations and coaches registrations at a point in time attributable to commencement of the annual sports season. Registration fees received in advance of the annual sports season are deferred.

Estimates

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

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on a flat percentage rate. The expenses that are allocated include salary and wages, payroll taxes, employee benefits, insurance, and travel.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2024 and 2023

Income Taxes

The Association is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Association has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

The Association is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Association to report uncertain tax positions for financial reporting purposes. The Association had no uncertain tax positions as of June 30, 2024, and, accordingly, does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and cash equivalents, trade receivables, accounts payable, accrued expenses and other current liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods. The reclassifications had no impact on net assets, as previously reported.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)*. The objective of Topic 326 is to provide useful information for decision making, by considering expected credit losses on financial instruments. It requires financial assets which are measured on an amortized cost basis to be presented at the net amount expected to be collected. Adoption of Topic 326 did not have a material impact on the Association's statement of financial position, statement of activities, or statement of cash flows.

NOTE 3—LIQUIDITY AND AVAILABILITY

The Association's Finance Committee regularly monitors the availability of resources required to meet general expenditures and contractual commitments over a 12-month period. It is the Finance Committee's responsibility to meet with a professional financial advisor on a yearly basis to review investments and recommend changes to the investment portfolio in the long-term investment account. The Finance Committee is responsible for ensuring the Association has an annual net asset retention of six months operating costs in the long-term investment account.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

The following table reflects the Association’s financial assets as of June 30, 2024 and 2023, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

	<u>2024</u>	<u>2023</u>
Cash	\$ 702,905	\$ 553,073
Investments	1,274,833	1,165,279
Accounts receivable	<u>60,448</u>	<u>62,085</u>
Total Financial Assets	2,038,186	1,780,437
Less:		
Net assets with donor restrictions	<u>(160,669)</u>	<u>(160,669)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 1,877,517</u>	<u>\$ 1,619,768</u>

NOTE 4—INVESTMENTS

Fair Value Measurements

The Association reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis.

Cash or cash equivalent money market funds: Valued at acquisition cost.

Money market funds, mutual funds, and equities: Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Association believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Association's assets at fair value:

<u>Assets at Fair Value as of June 30, 2024</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equities	\$ 683,772			\$ 683,772
Mutual Funds	591,061			591,061
Total Assets at Fair Value	<u>\$ 1,274,833</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,274,833</u>

<u>Assets at Fair Value as of June 30, 2023</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equities	\$ 596,100			\$ 596,100
Mutual funds	569,179			569,179
Total Assets at Fair Value	<u>\$ 1,165,279</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,165,279</u>

Investment Valuation and Income Recognition

The Association's investments as of June 30, 2024 and 2023 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Association at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of equity and mutual funds, which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statements of activities. Assets held in the investment account were as follows at June 30, 2024 and 2023:

<u>June 30, 2024</u>			
	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Equities	\$ 669,193	\$ 683,772	\$ 14,579
Mutual Funds	645,193	591,061	(54,132)
	<u>\$ 1,314,386</u>	<u>\$ 1,274,833</u>	<u>\$ (39,553)</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

June 30, 2023

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Equities	\$ 651,818	\$ 596,100	\$ (55,718)
Mutual Funds	642,637	569,179	(73,458)
	<u>\$ 1,294,455</u>	<u>\$ 1,165,279</u>	<u>\$ (129,176)</u>

NOTE 5—ACCOUNTS RECEIVABLE

All receivables are considered fully collectible within the next fiscal year. Accounts receivable consist of the following at June 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Corporate Sponsors	\$ 47,400	\$ 37,500
Other miscellaneous receivables	13,048	24,585
	<u>\$ 60,448</u>	<u>\$ 62,085</u>

NOTE 6—LAND, BUILDING AND EQUIPMENT

Land, building and equipment consist of the following at fiscal year end:

	<u>2024</u>	<u>2023</u>
Land and land improvements	\$ 83,786	\$ 83,786
Building and improvements	511,226	511,226
Equipment	126,340	126,340
	<u>721,352</u>	<u>721,352</u>
Less: Accumulated Depreciation	(477,415)	(461,755)
	<u>\$ 243,937</u>	<u>\$ 259,597</u>

Depreciation expense was \$15,660 and \$18,423 for the years ended June 30, 2024 and 2023, respectively.

NOTE 7—RETIREMENT PLAN

The Association has a defined contribution plan (sponsored tax-sheltered annuity plan under Section 403 (b) of the Internal Revenue Code) which covers substantially all of its employees who meet the eligibility requirements of the Internal Revenue Code. The Association contributed \$47,654 and \$51,613 to the plan for the years ended June 30, 2024 and 2023, respectively.

NOTE 8—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following at June 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Student Leadership Sponsorships	\$ 18,935	\$ 18,935
Life of an Athlete	141,734	141,734
	<u>\$ 160,669</u>	<u>\$ 160,669</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

NOTE 9—REVENUE FROM CONTRACTS WITH CUSTOMERS

The Association has adopted Accounting Standards Update (ASU) No. 2014-09 *Revenue from Contracts with Customers (Topic 606)*, as amended as management believes the standard improved the usefulness and understandability of the entity’s financial reporting.

The following table provides information about the balances of receivables, contract assets, and contract liabilities associated with contracts with customers for the years ended June 30, 2024 and 2023:

	<u>Receivables</u>	<u>Contract Assets</u>	<u>Contract Liabilities</u>
June 30, 2024	\$ 59,240	\$ -	\$ 30,935
June 30, 2023	\$ 58,806	\$ -	\$ 11,610
June 30, 2022	\$ 48,012	\$ -	\$ 17,855

NOTE 10—CONTINGENCIES

The Association receives funds under contracts from private and State sources, which require that the Association use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by grantors or their representatives as of June 30, 2024 and 2023. The Association expects such amounts, if any at all, would be immaterial.

NOTE 11—CONTRIBUTED NONFINANCIAL ASSETS

As part of a corporate sponsorship program, the Association received tournament balls at no cost, golf incentives, and equipment discounts.

For the years ended June 30, 2024 and 2023, contributed nonfinancial assets recognized within the statements of activities included:

	<u>2024</u>	<u>2023</u>
Tournament balls	\$ 25,337	\$ 23,228

The Association recognized nonfinancial assets within revenue which consisted of tournament balls. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions. Under terms of the agreement the balls are required to be utilized during tournament events. The number of products and fair value of the products are established by the vendor. These values are comparable with the market price of similar products available in the United States.

Consequently, the corporate sponsorship income received was charged to the following expenses:

	<u>2024</u>	<u>2023</u>
Game expenses	\$ 25,337	\$ 23,228

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2024 and 2023

NOTE 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 21, 2024, which is the date the financial statements were available to be issued.

SCHEDULE 1
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
SCHEDULES OF GAME REVENUES AND EXPENSES
For the Years Ended June 30, 2024 and 2023

	<u>GAME</u> <u>REVENUE</u>	<u>GAME</u> <u>EXPENSES</u>	<u>NET PROFIT</u> <u>OR</u> <u>(LOSS)</u>
	<u>Year Ended June 30, 2024</u>		
Basketball	\$ 178,216	\$ 95,540	\$ 82,676
Unified Basketball	278	457	(179)
Soccer	58,181	32,088	26,093
Football	111,296	49,021	62,275
Ice Hockey	121,633	60,621	61,012
Baseball	38,148	22,119	16,029
Volleyball	23,610	22,886	724
Unified Volleyball	552	305	247
Softball	17,690	11,834	5,856
Field Hockey	14,424	7,675	6,749
Winter Spirit	15,417	10,514	4,903
Wrestling	18,841	18,109	732
Outdoor Track	21,111	26,775	(5,664)
Unified Track		158	(158)
Lacrosse	38,539	18,722	19,817
Fall Spirit	10,930	5,780	5,150
Indoor Track	7,818	12,241	(4,423)
Gymnastics	2,069	2,552	(483)
Swimming	6,329	11,157	(4,828)
Golf		480	(480)
Skiing		3,380	(3,380)
Bowling	2,314	1,583	731
Tennis		8,934	(8,934)
Cross Country	4,010	11,250	(7,240)
	<u>\$ 691,406</u>	<u>\$ 434,181</u>	<u>\$ 257,225</u>
	<u>Year Ended June 30, 2023</u>		
Basketball	\$ 164,297	\$ 83,797	\$ 80,500
Unified Basketball	529	447	82
Soccer	63,170	27,687	35,483
Unified Soccer		70	(70)
Football	116,066	44,620	71,446
Ice Hockey	104,863	53,090	51,773
Baseball	46,018	29,090	16,928
Volleyball	27,865	21,868	5,997
Unified Volleyball	347	320	27
Softball	22,555	14,235	8,320
Field Hockey	16,857	7,065	9,792
Winter Spirit	13,857	9,895	3,962
Wrestling	19,270	15,068	4,202
Outdoor Track	11,351	25,037	(13,686)
Unified Track		855	(855)
Lacrosse	37,783	20,295	17,488
Fall Spirit	11,695	6,139	5,556
Gymnastics	1,997	2,319	(322)
Swimming	5,240	9,334	(4,094)
Golf		432	(432)
Skiing		2,315	(2,315)
Bowling	2,200	665	1,535
Tennis		6,277	(6,277)
Cross Country	4,120	10,830	(6,710)
	<u>\$ 678,239</u>	<u>\$ 398,405</u>	<u>\$ 279,834</u>

PLEASE PRINT OUT, SIGN AND SCAN THIS DOCUMENT AND EMAIL TO YOUR FIELD REPRESENTATIVE
ALONG WITH YOUR EMAILED APPLICATION

Single Audit Act Amendments of 1996

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$1,000,000 or more in federal awards from all federal funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine (9) months of the entity's fiscal year end.

Sub-recipient (community/agency): NH Interscholastic Athletic Association

Fiscal Year : (Mo/Yr - Mo/Yr) 07/23 to 06/24

Section A - Check the appropriate box:

- We did NOT exceed the federal expenditure threshold of \$1,000,000 for the fiscal year referenced above. A Single Audit is not required for this fiscal year. If checked, an Independent Audit Report **OR** Financial Report is required, see Section B.
- We DID meet or exceed the federal expenditure threshold of \$1,000,000 for the fiscal year referenced above. We completed our Single Audit for the above fiscal year and our report is attached, **OR** our most recently completed Single Audit Report is attached and our Single Audit Report for the fiscal year referenced above will be completed on _____ and submitted to the New Hampshire Office of Highway Safety by: _____
- We are exempt from the Single Audit Requirement. Explain, and see Section B: _____

Section B - Complete if an Independent Audit Report OR Financial Report is required. Check the appropriate box:

- We completed our Independent Audit Report **OR** Financial Report for the above fiscal year and our report is attached.
- Our most recently completed Independent Audit Report **OR** Financial Report is attached **and** our Independent Audit Report **OR** Financial Report for the fiscal year referenced above will be completed on 11/15/24 and submitted to the New Hampshire Office of Highway Safety by: 11/30/24

I certify that I am an individual authorized to complete this form. I further certify that the above information is accurate and, if required, the audit report will be submitted no later than nine (9) months after the fiscal year ending noted above.

Name: Caitlin Bundell

Title: Accountant

Authorized Chief Financial Officer

JEFFREY T. COLLINS

Signature: [Signature]

Date: 10/21/24

Phone: 603-228-1867

Email: jeollins@nhiaa.org

**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

**President: Gary Dempsey, John Stark 2026
Vice President: Sean Moynihan, Sunapee Middle 2025
Executive Director: Jeffrey T. Collins**

2024-2025 REPRESENTATIVE COUNCIL

		June Exp. Date
Steve Beals, Alvirne	NHASP	2025
Linda Brodeur, Bishop Guertin	NHASP	2025
Andy Coppinger, Moultonborough	NHASP	2025
Gary Dempsey, John Stark	NHASP	2026
Richard Dichard, Manchester West	NHASP	2025
Amanda Downing, Inter-Lakes	NHASP	2025
Lisa Gingras, Nashua	NHADA	2026
Jamie Hayes, Newmarket	NHADA	2025
Paul Hoiriis, Newfound	NHASP	2025
Kip Jackson, Merrimack	NHC	2026
Craig Kozens, Laconia	NHADA	2025
Robert Malay, Keene	NHSAA	2025
Frank McBride, Goffstown	NHASP	2025
Dan Meserve, Hopkinton	NHADA	2025
Sean Moynihan, Sunapee	NHASP	2025
Kelly Owen, Bishop Brady	NHC	2025
Bruce Parsons, Plymouth	NHASP	2025
Anthony Sperazzo, Gilford	NHASP	2026
Kyla Welch, Plymouth	NHSAA	2026
Jack Widmer, Meredith	NHSBA	2025
TBD	State Department of Education	

Executive Directors of the NHIAA

Ken Bean, Manchester	1947-1952
J. Robert Eddy, Concord	1953-1958
Walter A. Smith, Concord	1958-1984
James W. Desmarais, Plymouth	1984-2006
R. Patrick Corbin, Windham	2006-2014
Jeffrey T. Collins, Exeter	2014-Present

Jeffrey T. Collins

Work Experience

2014 - Present
NHA

New Hampshire Interscholastic Athletic Association, Concord,

- 1. Serves as the Secretary/Treasurer of the NHIAA
- 2. Enforcement of regulations and policies of the Association and in promoting its aims and objectives
- 3. Decide all questions of athletic eligibility, interpretation of the rules, and impose and enforce penalties
- 4. Collection of all funds of the association and render proper reports
- 5. Carry out all correspondence of the Association; and in the capacity of public relations officer, draft all news releases for the organization
- 6. Responsible for the general administration of NHIAA Headquarters

2006-2014

Portsmouth School District

Portsmouth,

NH Principal, Portsmouth High School

- 1. Oversight over all programs and initiatives at Portsmouth High School
- 2. Annually develop and manage the budget of the high school
- 3. Promote the welfare and educational needs of 1000+ students with a focus on the three A's (Academics, Arts, Athletics)
- 4. Responsible for the supervision and evaluation of a professional staff of 100 and a support staff of 50
- 5. Work collaboratively within the organization to restore "Clipper Pride" to Portsmouth High School
- 6. Worked with numerous stakeholders to improve the image and reputation of Portsmouth High School both within the community and across the state
- 7. Set yearly school goals and monitor continuous improvement
- 8. Established the Parent Advisory Council
- 9. Established the Principal's Leadership Team
- 10. Established the high school technology committee
- 11. Served as Department Head for Guidance
- 12. Work to develop and implement strategies to improve state testing
- 13. Implemented and sustained Professional Learning Communities
- 14. Developed "Portsmouth First" initiative to encourage 8th graders looking to attend private institution to consider Portsmouth High School First
- 15. Serve on various District-Wide committees
- 16. Oversee the implementation of a new student management system
- 17. Identified and worked collaboratively to improve student transitions from middle school to the high school and from the high school to a post-secondary experience
- 18. Oversee the leadership team and faculty work on the NCASC reaccreditation self-study and decennial visit
- 19. Mentor for struggling students
- 20. Directed and oversee the development and implementation of core competencies for all subjects taught at PHS
- 21. Worked in conjunction with the PHS Student Council to transform the organization into a governing body
- 22. Oversight of the high school master schedule development
- 23. Run and implement numerous professional development activities each year
- 24. Co-teach and/or capstone class entitled "Senior Seminar"

2003-2006

Nashua School District

Nashua,

NH Assistant Principal, Nashua High School North

- Responsible for the development of four career academies for the juniors and seniors at Nashua High School North
- Oversight and direct supervision of the 64 teachers, two administrators, four guidance counselors, four secretaries, and multiple paraprofessionals that comprised the "Upper Forum"
- Developed and implemented various professional development programs to support the academy development including a three day summer institute on team building and vision statement development
- Administrative liaison to multiple departments ensuring that curriculum was implemented
- Developed and trained an Upper Forum leadership team, comprised of administrators and teacher, to help guide and oversee the development of academies
- Worked in conjunction with the School Resource Officers for the security of the building and to provide professional development opportunities for faculty and staff
- Member of new staff in teaching in a 4x4 block format
- Aided in the scheduling process for the juniors and seniors at Nashua High School North
- Headed the NHISN Scholarship Committee
- 504 coordinator
- Member of the Nashua North Site Council

2002-2003

Nashua School District

Nashua, NH

Headmaster for Curriculum and Instruction, Nashua High School

- Oversaw the curriculum for the Social Studies, English, Art, Music, and Science department
- Designed and implemented a standardized planning instrument
- Oversaw the development of "pacing guides" for the transition from a traditional 7 period day to a 4x4 block format
- Participated in numerous meetings with various stakeholders to discuss the positive attributes for a 4x4 block schedule
- Administrative liaison to the gifted and talented program at Nashua High School
- Implemented a "Critical Friends" protocol for the sharing of ideas and concerns for small groups of educators
- Observations of over 60 teachers
- Coordinated rebuilding efforts and development of one of the four career academies

1999-2002

Salem School District

Salem, NH

Director of Humanities, Salem High School

- Head of Art, Music, International Language, Language Arts, and Social Studies department
- Budget development for each of the five departments
- Direct supervision of 49 faculty members
- Coordinated the ordering of materials necessary to instruction for each department
- Coordinated course selection and room assignments for all teachers in the Humanities Department
- Implemented an "Essential Friends" program for faculty members in the Humanities Department
- Designed and implemented a school wide curriculum mapping protocol
- Developed protocols for the purpose of connecting classroom practice to the New Hampshire Curriculum Framework
- Supervised and administered the Salem School District writing sample program

- Participant in the Salem School District Strategic Planning sessions
- Member of the Salem High School Competency Based Transcript Implementation Team

1995-1999 Salem School District Salem, NH
 Social Studies Teacher, Salem High School

- Responsible for the instruction of Psychology, Sociology, American Studies I, Global Studies and Popular Culture
- Ability to creatively plan and implement curriculum for traditional 45 minute periods as well as 90 minute blocks for heterogeneously grouped classes of 25 to 30 students
- Developed, planned, and implemented a team taught Social Studies and English course called American Studies II
- Utilized the New Hampshire state grading rubric for major assignments
- Who's Who Among American High School Teachers

Education

1993-1995 University of New Hampshire Durham, NH
 MEd Secondary Education
 Teacher Intern at Souhegan High School, Amherst, NH

1988-1992 University of New Hampshire Durham, NH
 BA (History)
 Full four year scholarship for football (NC, DT)

Extracurricular Activities

Assistant football coach, Exeter Sea Hawks
 Assistant Varsity football coach, Salem High School
 Junior Varsity football coach, Salem High School
 Freshman football coach, Salem High School
 Head Freshman coach and Assistant Varsity football coach, Souhegan High School
 Rec. Outreach

Professional Memberships

New Hampshire Association of School Principals
 NHIAA Council
 NHIAA Golf Committee Chair
 NHIAA Football Committee
 Member of Future's Board of Directors
 Member of Positive Pathways to Prevention Coalition Board of Directors

References

Edward McDonough, Esq., Superintendent, Portsmouth School District (603-431-5080)
 Stephan Zdravce, Assistant Superintendent, Portsmouth School District (603-431-5080)
 R. Patrick Corbin, Executive Director, NHIAA (603-228-8671)
 Dr. George Cushing, Superintendent, SAU 50 (603-422-9572)
 Kathleen Blake, Assistant Principal, Portsmouth High School (603-436-7100)
 David Rozumek, Director of Athletics, Salem High School (603-893-7069)

Additional references can be provided upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Highway Safety

Contractor Name: NH Interscholastic Athletic Association, Inc.

Name of Contract: FFY-2025 NHIAA P-37

BUDGET PERIOD: SFY 2025				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jeffrey Collins	Executive Director	\$160,000	0%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0