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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, N.H. 03301

March 7, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Education (NHED), Bureau of Vocational Rehabilitation (VR) to enter into an agreement with the Governor’s Commission on Disability, Concord, NH (Vendor Code 177929) in an amount not to exceed \$180,000 to house the Statewide Independent Living Council (SILC) and its part time position, effective upon Governor and Council approval for the period of July 1, 2025 through June 30, 2027. 100% Federal Funds.

Funds are anticipated to be available in the following account in Fiscal Year 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

**06-56-56-565010-2538000 VR FIELD PROGRAMS - FEDERAL**

Fiscal Year	Class/Account	Class Title	Amount
2026	085-588502	Inter Agency Transfer	\$90,000.00
2027	085-588502	Inter Agency Transfer	\$90,000.00
Total			\$180,000.00

**EXPLANATION**

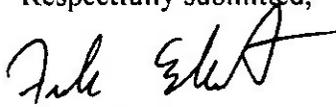
The 1992 Amendments to the Rehabilitation Act, Sec. 705 (a) require that the State Vocational Rehabilitation Agency establish a Statewide Independent Living Council in order to be eligible to receive federal financial assistance to provide independent living services to persons with severe disabilities. During negotiations with the Rehabilitation Services Administration of the US Department of Education, it was determined that the Governor’s Commission on Disability was an appropriate entity in which to establish and house the Statewide Independent Living Council

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and its administrative support services. It was also determined that a part-time position previously called the Program Assistant I would be filled at the Governor's Commission on Disability to provide support for the Statewide Independent Living Council and facilitate the Council's responsibilities as outlined in Section 705 (a) of the Amendments of the Rehabilitation Act.

The agreement between the Division of Workforce Innovation's Bureau of Vocational Rehabilitation and the Governor's Commission on Disability establishes complete compliance with the requirements to provide services to persons with severe disabilities residing in the state, enabling these individuals to be more independent in their homes and communities.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

# State of New Hampshire

## Interagency Memorandum of Understanding

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

Whereas, the New Hampshire Governor's Commission on Disability (GCD) ["AGENCY 2"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to the 1992 Amendments to the Rehabilitation Act, Sec. 705 (a) AGENCY 1 is responsible for:  
Establishing a Statewide Independent Living Council.

Whereas, AGENCY 1 desires to:  
Establish a Statewide Independent Living Council in order to be eligible to receive federal financial assistance to provide independent living services to individuals with severe disabilities.

Whereas, pursuant to RSA 275-C AGENCY 2 is responsible for:  
Advising the governor, state agencies, and the public on disability programs, encouraging coordination, reviewing state programs, aiming to create a comprehensive statewide plan.

Whereas, AGENCY 2 desires to:  
House the Statewide Independent Living Council and its administrative support services.

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

1. The Department of Education, Bureau of Vocational Rehabilitation (VRNH) [AGENCY 1] agrees to

- A. Pay AGENCY 2 the amount of \$90,000.00 per fiscal year for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

**Execute the following if Box 1., A is checked:** Payment shall be provided from VR Field Programs - Federal:

06-56-56-561010-25380000-085-588502



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

14. FOR AGENCY 1: New Hampshire Department of Education



\_\_\_\_\_  
[Frank Edelblut, Commissioner of Education]

3/7/2025

\_\_\_\_\_  
Date

15. FOR AGENCY 2: Governor's Commission on Disability



\_\_\_\_\_  
[Charles Saig, Executive Director]

03/05/2025

\_\_\_\_\_  
Date

**PLEASE NOTE**

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

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

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

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

By: Elizabeth C. Brown On: 3/7/2025  
[Elizabeth Brown, Attorney] Date

Approved by the Governor and Executive Council

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

## **MOU Exhibit A Terms**

Under this Agreement, the Governor's Commission on Disability (GCD) agrees to house the Statewide Independent Living Council (SILC) and to incorporate the SILC's Program Assistant I into its staff structure. In doing so, the GCD and New Hampshire Department of Education (NHED) (through the SILC and its Program Assistant I) will provide solid in-kind services to each other while providing an independent setting for the SILC and its Program Assistant I.

The GCD will assess an "Administrative Fee" (as delineated in Exhibit B) of \$19,193 in FY2026 and \$19,513 in FY2027 to supplement the GCD's efforts to enhance independent living services and promote education and awareness with the Americans with Disabilities Act.

Subject to payment by NHED to GCD, GCD will provide services for the payment of expenses related to mailings, teleconference call charges, lunches for all appropriate full Council and committee meetings; interpreter coordination and billing, purchase of any technology (e.g. including conventional computers, access technology, Zoom or other communications platforms, and all other appropriate and miscellaneous SILC-related expenses). NHED will pay GCD for all "Miscellaneous Expenses" (as listed in Exhibit B of this Agreement) up to \$33,464 for FY2026 and \$32,070 for FY2027. It is understood that the GCD will administratively process payments, which are the subject of the "Miscellaneous Expenses". "Miscellaneous Expenses" may be included on the GCD quarterly invoice to NHED, accompanied by verifying invoice costs.

The GCD will arrange for the payment for the provision of support services for all full Council and committee meetings (interpreters, personal care attendants, readers, transportation, etc.) with copies of invoices and allied documentation, as available, to NHED and/or the SILC Chair.

The GCD will provide office space for the SILC Program Assistant I and allow for routine telephone calls, faxing, and copying.

The GCD will assist the SILC Program Assistant to secure meeting room space for the SILC's subcommittees on a space available basis.

### **General Job Responsibilities for Program Assistant I**

The duties of the Program Assistant I include the following and may include other activities in support of SILC responsibilities:

- Provide support to the SILC Chairperson in carrying out policies, programs, projects, and activities as recommended by the SILC;
- Annually canvas disability related organizations, inviting potential new members;
- Arrange meetings for full SILC and committees;
- Take meeting minutes for full SILC and subcommittees when present or arrange for the taking of such minutes at these various meetings;
- Maintain SILC membership list;

- Retrieve and update information and maintain a variety of documents on program participants in a computerized database or other tracking system;
- Provide support to the SILC program in carrying out the development and monitoring of the state plan for independent living policies, programs, projects, and activities as recommended by the SILC;
- Order supplies and provide clerical support for the SILC;
- Arrange for provision of all minutes and their distribution as directed;
- Assist the SILC and the Designated State Unit (DSU) with reports as required;
- Manage and track membership terms and liaise with the appointing authority in the Governor's Office; and
- Upon failure to comply with any of these performance expectations to the satisfaction of the GCD, Designated State Entity (DSE), or SILC, may be subject to appropriate discipline, in consultation with the Human Resources affiliated with the GCD.

The Division of Workforce Innovation, New Hampshire Bureau of Vocational Rehabilitation, NH. Department of Education will provide the following:

- \$19,193 "Administrative Fee" upon receipt of quarterly invoices for state fiscal year 2026;
- \$19,513 "Administrative Fee" upon receipt of quarterly invoices for state fiscal year 2027;
- Up to \$33,464 Miscellaneous Expense upon receipt of invoice for expenses provided for state fiscal year 2026;
- Up to \$32,070 Miscellaneous Expense upon receipt of invoice for expenses provided for state fiscal year 2027.
- An amount for the salary of the Program Assistant I of \$37,343 for FY2026 and \$38,417 for FY2027, prorated as necessary and subject to any salary increases in the approved FY 2026/FY 2027 State of NH Budget, to be paid on a quarterly basis when invoices and reports are received. These figures are above and beyond any "Administrative Fee's and/or "Miscellaneous Expenses" referenced elsewhere in this Agreement;
- Make available copies of New Hampshire's State Plan for Independent Living to all New England SILC Chairpersons; and
- The DSE will undertake all other responsibilities required under Federal/State law, regulation, or sub-regulatory guidance.

**MOU Exhibit B  
Payment Terms**

	FY 2026	FY 2027	
Salary	32,934	33,930	
Leave Payout	1,688	1,688	
Subtotal	34,622	35,618	
Payroll Tax	2,649	2,725	(Salary * 7.65%)
PFTML	73	75	(Salary * 0.21%)
	<u>37,344</u>	<u>38,418</u>	
Executive Director	9,744	9,744	Supervision (9%)
Accounting	2,820	2,839	Accounting/Payroll (4%)
Associated Benefits	6,629	6,930	Cls 060
Administration Fee	19,193	19,513	
Actual			
Class 020	2,000	2,000	
Class 022	190	190	
Class 027	1,238	1,334	
Class 028	136	134	
Class 030	-	-	
Class 037	2,000	2,000	
Class 038	350	350	
Class 039	580	580	
Class 040	1,021	1,026	
Class 042	3,425	3,500	
Class 046	5,000	5,000	
Class 049 - EAP	98	98	
Class 049 - HRSU	755	755	
Class 049 - DOP	3,251	3,315	
Class 062	121	129	
Class 065	6,000	6,000	
Class 230	5,871	4,225	
Addl costs	1,486	1,493	
Misc. Expenses	33,463	32,069	
	<u>90,000</u>	<u>90,000</u>	

	FY 2026	FY 2027
	FY 2026 SILC TOTAL	FY 2027 SILC TOTAL
<b>EXPENDITURES</b>		
010 Personal Services-Perm. Classi	2,820	2,839
011 Personal Services-Unclassified	9,744	9,744
020 Current Expenses	2,000	2,000
022 Rents-Leases Other Than State	190	190
026 Organizational Dues	-	-
027 Transfers To Oit	1,238	1,334
028 Transfers To General Services	136	134
030 Equipment New/Replacement	-	-
037 Technology - Hardware	2,000	2,000
038 Technology - Software	350	350
039 Telecommunications	580	580
040 Indirect Costs	1,021	1,026
041 Audit Fund Set Aside	1	1
042 Additional Fringe Benefits	3,425	3,500
046 Consultants	5,000	5,000
049 Transfer to Other State Agenci	4,044	4,108
050 Personal Service-Temp/Appointe	36,000	37,000
060 Benefits	9,458	9,839
062 Workers Compensation	121	129
065 Board Expenses	6,000	6,000
066 Employee training	-	-
070 In-State Travel Reimbursement	-	-
080 Out-Of State Travel	-	-
211 Property and Casualty Insuranc	-	-
230 Interpreter Services	5,871	4,225
<b>EXPENDITURE TOTAL</b>	<b>90,000</b>	<b>90,000</b>