



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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March 11, 2025

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

### REQUESTED ACTION

Authorize the Department of Education to enter into a grant agreement with the New Hampshire School Administrators Association (NHSAA), Concord, NH, (Vendor Code #155313), to support the 84th Annual 2025 Conference of New Hampshire school system administrators and leaders, in the amount of \$50,000.00, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds

Funds are available in the following account for Fiscal Year 2025 as follows:

06-56-56-562010-25100000 Title II-A Prof Develop

Fiscal Year	Account/Class	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	\$50,000.00

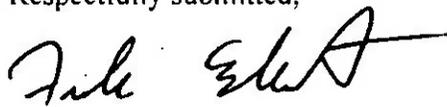
### EXPLANATION

The NHSAA is a non-profit, tax-exempt corporation dedicated to providing the best possible public education for the children of New Hampshire. The membership includes superintendents of schools, assistant superintendents, school business officials, special education directors, curriculum coordinators and other system administrators. The mission of NHSAA is to be a credible and compelling voice of education leadership in creating an exemplary and comprehensive education for all public-school students and providing high quality services to its membership.

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and the Honorable Council  
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The Department has been invited to participate and support the professional development opportunities provided at the NHSAA June 2025 Conference. This year's conference is being held June 25-27, 2025, at Mountain View Grand in Whitefield, New Hampshire. The purpose of the conference is to provide learning opportunities for school administrators across multiple sectors including educational innovation, recruitment and retention of educators, extended learning opportunities, competency-based education, licensure and more. The support will contribute to presenter fees, materials, and expenses for the conference. The Department of Education will use this event as an opportunity to collaborate with and provide updates about the Department priorities to district leaders throughout the State, and plan for the upcoming school year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

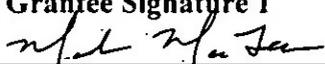
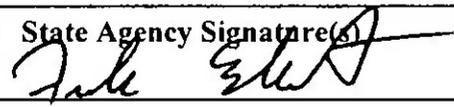
Frank Edelblut  
Commissioner of Education

FE:mw:emr

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Education		<b>1.2. State Agency Address</b> 25 Hall Street Concord, NH 03301	
<b>1.3. Grantee Name</b> New Hampshire School Administrators Association (VC #155313)		<b>1.4. Grantee Address</b> 46 Donovan St., Suite 3 Concord, NH 03301	
<b>1.5 Grantee Phone #</b> 603-225-3230	<b>1.6. Account Number</b> See Exhibit C	<b>1.7. Completion Date</b> June 30, 2025	<b>1.8. Grant Limitation</b> \$50,000.00
<b>1.9. Grant Officer for State Agency</b> Melissa White, Division Director		<b>1.10. State Agency Telephone Number</b> 603-271-3855	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Dr. Mark MacLean, Executive Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Frank Edelblut, Commissioner of Education	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: Elizabeth Brown, Attorney Assistant Attorney General, On: 03 /25/ 2025			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
  17. **INSURANCE.**
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
  18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
  19. **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 first above given.
  20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
  21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  22. **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.
  23. **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 relating hereto.
  24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

## EXHIBIT A

### Special Provisions

Additional Exhibits D-G

#### Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

## **EXHIBIT B**

### **Scope of Services**

These funds will be used to support the 84th Annual 2025 Conference of the New Hampshire School Administrators Association (NHSAA) by contributing to presenter fees, materials, and expenses (excluding food) for the conference. In addition, the NHSAA agrees to collaborate with the New Hampshire Department of Education (NHED) on the following:

- The inclusion of six (6) NHED business partners at the conference .
- The inclusion of one (1) NHED Keynote
- The inclusion of two (2) NHED concurrent sessions

**EXHIBIT C**

**Method of Payment**

<b>Budget:</b>	<b>Total</b>
Grant Funding	\$50,000.00

**Limitations on Price:** This contract will not exceed \$50,000.00

**Source of Funding:** Funds to support this request are available in FY 2025 as follows:

06-56-56-562010-25100000 Title II-A Prof Develop

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	\$50,000.00
		Total	\$50,000.00

**Method of Payment:** Grantee shall invoice NHED, consistent with the terms and scope of this Agreement, upon approval of this contract by Governor and Council. If otherwise correct and acceptable, a one-time payment of \$50,000.00 will be made 30 days from the date the invoice is processed. Invoice may be submitted electronically to:

Melissa White  
Division Director  
[Melissa.A.White@doe.nh.gov](mailto:Melissa.A.White@doe.nh.gov)

## EXHIBIT D

### Contractor Obligations

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

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

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

#### **Breach**

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

#### **Fraud and False Statements**

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

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

#### **Procurement of Recovered Materials**

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

*Revised June 2022*

Contractor Initials MM  
Date 03.10.2025

## Exhibit E

### Federal Debarment and Suspension

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

Revised June 2022

Contractor Initials MM  
Date 03.10.2025

## Exhibit F

### Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

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

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

Contractor Initials MM  
Date 03.10.2025

## Exhibit G

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

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

*Revised June 2022*

Contractor Initials MM  
Date 03.10.2025

Certificate of Authority

I, Dr. Ronna HasBrouck, hereby certify that I am a duly appointed representative of New Hampshire School Administrators Association. I hereby certify that Dr. Mark MacLean, Executive Director is authorized to execute contracts on behalf of the New Hampshire School Administrators Association and may bind the organization thereby.

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

Dated: 03.10.2025

Attest:



Dr. Ronna HasBrouck, President - NHSAA

# 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 SCHOOL ADMINISTRATORS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 05, 1974. 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: 66205

Certificate Number: 0006821325



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of December A.D. 2024.

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

David M. Scanlan  
Secretary of State



## **The Mission of NHSAA**

The mission of NHSAA is to be a credible and compelling voice of education leadership in creating an exemplary and comprehensive education for all public school students and providing high quality services to its membership.

## **NHSAA's Guiding Principles**

- Champion efforts designed to successfully provide for the needs of all children.
- Effectively advocate for an equitable and comprehensive public education for all children, wherever they may reside.
- Take every opportunity to assert and defend the idea that public education is a public good and that it is essential to our democracy and economy.
- Promote the development and sharing of effective leadership and educational practices that ensure the prudent stewardship of public resources.
- Lead in providing timely and substantive learning opportunities to educators in NH and New England.
- Build NHSAA into a highly productive organization that consistently seeks new ways to identify and meet members' needs.

We believe it is both an honor and a responsibility to reaffirm the worth and dignity of every child, to champion this cause, and to create an enlightened citizenry.

**NEW HAMPSHIRE SCHOOL ADMINISTRATORS ASSOCIATION, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2023**

<i>ASSETS</i>	
<b>CURRENT ASSETS</b>	
Cash and cash equivalents	\$ 555,288
Prepaid expenses	25,931
Total current assets	<u>581,219</u>
<b>LONG-TERM ASSETS</b>	
Equipment	86,572
Operating lease right-of-use asset	13,336
Furniture and fixtures	4,012
	<u>103,920</u>
Less: accumulated depreciation	78,070
Total equipment	<u>25,850</u>
<b>TOTAL ASSETS</b>	<u>\$ 607,069</u>
<i>LIABILITIES AND NET ASSETS</i>	
<b>CURRENT LIABILITIES</b>	
Accounts payable	\$ 82,151
Payroll liabilities	12,617
Deferred revenues	105,000
Total current liabilities	<u>199,768</u>
<b>LONG TERM LIABILITIES</b>	
Lease liability	<u>7,036</u>
<b>NET ASSETS</b>	
Net assets without donor restriction:	
Net investment in equipment	31,414
Undesignated	335,996
Total net assets without donor restriction	<u>367,410</u>
Net assets with donor restriction	32,855
Total net assets	<u>400,265</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 607,069</u>

The notes to financial statements are an integral part of this statement.

**NEW HAMPSHIRE SCHOOL ADMINISTRATORS ASSOCIATION, INC.**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDING JUNE 30, 2023**

CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTION	
REVENUE AND SUPPORT:	
Conferences and workshops	\$ 545,188
Membership dues and fees	377,422
Direct public support	162,457
Website income	86,100
Interest income	13
Other income	3,502
Total revenue and support	<u>1,172,182</u>
EXPENSES	
Program costs:	
Conferences and workshops	75,984
Other program specific	253,004
Total program costs	<u>328,988</u>
Management and general costs	1,003,680
Total expenses	<u>1,332,668</u>
(DECREASE) INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTION	<u>(160,486)</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTION	
Interest income	41
Legal defense receipts	2,250
Net assets added to restriction	2,500
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTION	<u>4,791</u>
DECREASE IN NET ASSETS	(155,695)
NET ASSETS - BEGINNING	<u>555,960</u>
NET ASSETS - ENDING	<u>\$ 400,265</u>

The notes to financial statements are an integral part of this statement.

**NEW HAMPSHIRE SCHOOL ADMINISTRATORS ASSOCIATION, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDING JUNE 30, 2023**

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MANAGEMENT AND GENERAL COSTS:

Salaries and benefits:	
Salaries and wages	\$ 580,088
Employee benefits	56,007
Payroll taxes	41,290
Total salaries and benefits	<u>677,385</u>
Consultants' fees	11,474
Printing and publications	40,988
Supplies	15,407
Legal and accounting	77,264
Telephone	10,870
Equipment rental and maintenance	24,343
Travel and meetings	43,444
Dues	7,818
New Hampshire Business Enterprise Tax	250
Depreciation	23,774
Miscellaneous expenses	70,663
Total management and general costs	<u>\$ 1,003,680</u>

The notes to financial statements are an integral part of this statement.

**NEW HAMPSHIRE SCHOOL ADMINISTRATORS ASSOCIATION, INC.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDING JUNE 30, 2023**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Decrease in net assets	\$ (155,695)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:	
Depreciation	23,774
Changes in assets and liabilities:	
(Increase) decrease in prepaid expenses	2,825
Increase (decrease) in accounts payable	(11,793)
Increase (decrease) in payroll liabilities	(3,256)
Increase (decrease) in deferred revenues	(16,534)
(Increase) decrease in lease liability	(6,300)
Net cash used in operating activities	<u>(166,979)</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Acquisition of long-term assets	<u>(11,175)</u>
 <b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	 <u>(178,154)</u>
 <b>CASH AND CASH EQUIVALENTS - BEGINNING</b>	 <u>733,442</u>
 <b>CASH AND CASH EQUIVALENTS - ENDING</b>	 <u><u>\$ 555,288</u></u>
 <b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>	
Cash payments for:	
State taxes	<u>\$ 250</u>

The notes to financial statements are an integral part of this statement.

# NHSAA | 2024 - 2025 Executive Board

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Per the new NHSAA By-Laws, the **NHSAA Executive Board** is composed of 19 elected members. The 2024 - 2025 NHSAA Executive Board members are:

- **Officers and Directors**
  - Dr. Ronna HasBrouck - President | NHSAA Region - Southeast
  - Ms. Amy Ransom - President-Elect | NHSAA Region - Southeast
  - Dr. Chip McGee - Vice-President | NHSAA Region - South Central
  - Dr. Esther Asbell - Past-President | NHSAA Region - Southeast
  - Dr. Kimberly Sarfde - Director (At-Large) | NHSAA Region - South Central
  - Mr. David Backler - Director (At-Large) | NHSAA Region - North Country
  - Dr. Christopher Andriski - Director (At-Large) | NHSAA Region - Southeast
  - Dr. Caroline Arakelian - Director (At-Large) | NHSAA Region - Lakes
  
- **Regional Chairs**
  - Dr. Randy Wormald - NHSAA Lakes Region Chair
  - Dr. Marion Anastasia - NHSAA North Country Chair
  - Mr. Nathaniel Byrne - NHSAA Southeast Chair
  - Mr. Robert Thompson - NHSAA South Central Chair
  - Dr. Jacqueline Coe - NHSAA Southwest Chair
  
- **Standing Committees**
  - Dr. Sydney Leggett - Equity Committee Chair | NHSAA Region - Southwest

- Mrs. Christine Downing - Legislation Committee Chair | NHSAA Region - Southwest
- Mrs. Angel Littlefield - Professional Development Committee Chair | NHSAA Region - Lakes
- Mr. Russell Holden - Resolutions Committee Chair | NHSAA Region – Southwest
- **AASA Governing Board Representatives**
  - Dr. Meredith Nadeau | NHSAA Region - Southeast
  - Dr. Sarah Marandos | NHSAA Region - South Central

**New Hampshire Association of School Administrators**

**Key Personnel**

**FY 2025**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract*
Dr. Mark MacLean	Executive Director	\$140,000.00	0%	\$0



# MARK T. MACLEAN, Ed.D.

## SUMMARY

- Award winning, innovative, enthusiastic, and experienced systems leader and educator with unique skills and training in curriculum, instruction, administration, technology, and leadership. Proven results in SAU and building leadership. Recognized expert, presenter, and consultant in competency-based education, curriculum design, and technology applications / integration. Very strong interpersonal and communication skills.

## PROFESSIONAL EXPERIENCE

2014 -  
Present

### Superintendent of Schools | *Andover & Merrimack Valley School Districts (SAU #46)*

- ▶ 2020 New Hampshire Superintendent of the Year
  - Recognized by the American Association of School Administrators (AASA), the New Hampshire School Administrators Association (NHSAA), and New Hampshire "ED"ies
- ▶ 2016 – 2022 | AASA Governing Board and Legislative Advocacy
- ▶ 2018 – Present | Chair NHSAA Legislative Committee
- ▶ **Approach and Philosophy**
  - Innovative approaches to systems-level leadership
    - Focus first on students at all levels, communications, innovations, and growing internal processes, teachers, staff, and leaders
    - Empowering, coaching, and supportive approach to leadership. Appropriate risks (that won't harm students or systems) are encouraged. Always striving for improvement, efficiencies, growth, and positive impact. Be strategic and take your work seriously, but have fun too!
- ▶ **Supervision and Evaluation**
  - Completely changed the culture and expectations regarding supervision and evaluation, professional development, goal setting, and certification
    - Established a new and comprehensive professional growth & evaluation model for teachers
    - Researched, trained, and implemented a new and innovative digital platform for professional development and evaluation scheduling, tracking, and related processes
    - Established a new research-based supervision and evaluation model for both district and SAU administrators
- ▶ **Technology**
  - Initiated and supported numerous changes / improvements to the technological infrastructures, expectations, applications, and utilizations throughout both SAU #46 districts
    - New Student Information System (SIS)
    - New email systems (from First Class to Google)
    - New websites (continuous and creative updates)
    - GSuite (Docs, Sheets, Forms, Drive, Classroom...) applications – trainings and implementation
    - Administrative – collaborations and connections
    - Pedagogy – use to enhance instruction and increase student / teacher engagement
    - Bandwidth and infrastructures – increase of bandwidth, creative use of E-Rate, increase access points, E-lines, proactive planning, and internal schematics / documentation
    - 1:1 Initiative – established 1:1 device pilot. Rollout of 1:1 (3-year plan) began in 2018-2019
- ▶ **Systems**
  - Analysis and improvement of all district systems (examples include):
    - Facilities – establishment and communication of proactive Capital Improvement Plan (CIP)
    - Transportation – initiation and use of fleet replacement plan
    - Food service – support efficiencies in self-performing tasks, communications and outreach in billing and collections

- Finance – focus on community education and awareness regarding budgeting (expenses, revenues, assessments, valuations...)
- Personnel – effective documentation, support, and improvement practices
- Curriculum – renewed focus on efficacy, planning, collaborations, innovative / proactive approaches, and disciplinary / vertical connections. Support entrepreneurial approaches in designated and utilized FTEs
- Student Information Systems (SIS) – research and implementation of new SIS in both districts

▶ **Communications and Community Relations**

- Enhanced focus on positive community connections and improved communications at all levels
- Organized multiple training opportunities for effective board governance

▶ **Hiring and Personnel**

- Collaborative approaches to “getting the right people on the bus”
- Supporting personnel through scheduled / strategic visits and proactive outreach

▶ **Finances and Budgeting**

- Conservative and communicative approach to budgeting and planning. Focus on reallocating and prioritizing from within existing means

2011 -  
2014

● **Assistant Superintendent of Schools | Kearsarge Regional School District (SAU #65)**

▶ Innovative, personalized, and collaborative systems-level leadership for:

- Curriculum, Instruction, and Assessment
- Professional Development
- Supervision and Evaluation
- Technology
- Grants
- Various committees
- Collaboratively establish vision for curriculum and standards

2007 -  
2011

● **Dean of Academics | Alvirne High School (SAU #81)**

▶ Alvirne High School – 2010 New Hampshire High School of the Year

- Responsible for design, implementation, and oversight of curriculum
- Evaluation and supervision of department chairs and teachers

2004 -  
Present

● **Educational Consultant | Self Employed**

▶ Various consultations on competency-based education, curriculum redesign, and technology integration

1996 -  
2007

● **Business and Computer Education Teacher | Merrimack Valley High School**

▶ 2003 – 2004 New Hampshire Technology Using Educator of the Year K-16

- Recognized by NHSTE and New Hampshire “ED”ies

1999 -  
2001

● **Microsoft Access / Office Suite Instructor | Franklin Pierce College**

1994 -  
1996

● **Business and Computer Education Teacher | Newport Middle High School**

🎓 **EDUCATION**

- 2019 – 2022 | Plymouth State University | Plymouth, NH  
**Doctor of Education** – Learning, Leadership, and Community  
 Dissertation – *Toward a Common Understanding of CBE Implementation*
- 2002 – 2012 | Plymouth State University | Plymouth, NH  
 Certificate of Advanced Graduate Studies (CAGS)

- 1993 – 1996 | New Hampshire College | Manchester, NH  
Master of Science, Business Education
- 1989 – 1993 | University of New Hampshire | *Whittemore School of Business* – Durham, NH  
Bachelor of Science, Business Administration
- Fall 1991 | San Diego State University | San Diego, CA  
Semester exchange – Concentration in Marketing

### CERTIFICATIONS

NH K-12 Superintendent, Principal, and Comprehensive Business Endorsements 0001, 0003, and 0300 – EdID# 55547

### REFERENCES

Dr. Mark V. Joyce  
Mr. Barrett Christina, Esq.  
Mrs. Kathy Cuddy-Egbert  
Mr. John Tobin, Esq.  
Mr. Daniel Wolf

*Additional enthusiastic references available upon request*

### BRIEF BIO | INTERESTS AND HOBBIES

Proud father of two incredible children (and a crazy dog). Lucky husband to a wife who puts up with and supports me. We have been fortunate to travel a bit and hope to travel more in the future. Other ways I balance out work includes fitness, films (quoting “classics”), fiction (I’m addicted to audiobooks), friends, and fun! I am a huge Boston sports fan (especially the Celtics). I’m also a bit of a Marvel Comics geek. I run Spartan races and regularly battle with my brothers to reign as the Mac-tathalon champion. I also really enjoy live music (although I can’t sing, dance, or play any instruments).

### PRESENTATIONS (RECENT / SELECT)

- ▶ 2022 – Discovery Education | National Superintendent Leadership Symposium – Panel Speaker – “Best Practices and Lessons Learned”
- ▶ 2022 – National Association of State Directors of Teacher Education and Certification (NASDTEC) – National Conference – “Mentoring New Teachers – A Model for Supporting and Retaining Effective Teachers”
- ▶ 2022 – Concord Sunrise Rotary Address – “Leading and Learning During a Pandemic”
- ▶ 2021 – edWeb – National Education Panel – “Back to the Future”
- ▶ 2021 – Christa McAuliffe Technology Conference (CMTC) – Spotlight Speaker – “Where are the Flying Cars?”
- ▶ 2020 – New Hampshire School Administrators Association (NHSAA) – Superintendent of the Year | Keynote Address via Virbella
- ▶ 2020 – Christa McAuliffe Technology Conference (CMTC) – Spotlight Speaker – “Tech DIY – Using Google Forms & Add-ons to Create Efficiencies & Save \$”
- ▶ 2018 – Vita-Learn | Vermont Fest – “Competencies – A Streamlined Approach”