

TV 53



Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul K. Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

January 3, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Education to amend a contract (PO #1018979) with Southeastern Regional Education Service Center (SERESC), Bedford, New Hampshire (Vendor Code 154866), originally approved by Governor and Council on June 6, 2012, (Item #26) by decreasing the price limitation by \$358,242.00, from \$2,249,975 to \$1,891,733, effective upon Governor and Council approval through June 30, 2015. **100% Federal Funds.**

Funding for this request is available in account IDEA Federal Funds as follows, with the authority to adjust the encumbrances in each of the State fiscal years through the Budget office if needed and justified:

<u>SFY</u>	<u>Account</u>	<u>Current</u>	<u>Decrease</u>	<u>Revised</u>
2013	06-56-56-562510-41100000-102-500731	\$749,991.00	-0-	\$749,991
2014	06-56-56-562510-41100000-102-500731	\$749,994.00	(\$179,123.00)	\$570,871
2015	06-56-56-562510-41100000-102-500731	\$749,990.00	(\$179,119.00)	\$570,871
	Total	\$2,249,975	(\$358,242.00)	\$1,891,733

**EXPLANATION**

On June 6, 2012 (Item #26), Governor and Council approved an agreement with Southeastern Regional Education Service Center (SERESC) to work in conjunction with the Bureau of Special Education on the monitoring and approval of special education programs in New Hampshire, in order to assess the impact and effectiveness of districts and private special education schools to provide a Free Appropriate Public Education to children ages 3 through 21.

The Department of Education has requested that Southeastern Regional Education Service Center (SERESC) adjust the scope of work with the Focused Monitoring Program. Included in the agreement is a component of monitoring public school districts for compliance with the Individuals with Disabilities Act (IDEA) and the New

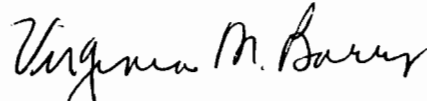
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
January 3, 2014  
Page Two

Hampshire Rules for the Education of Children with Disabilities, as well as follow-up for the correction of non-compliance issues.

The Department of Education, beginning July 1, 2013, will be conducting the monitoring of public school districts for compliance with the Individuals with Disabilities Act (IDEA) and the New Hampshire Rules for the Education of Children with Disabilities, as well as follow-up to the correction of non-compliance.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive style with a large, prominent initial "V".

Virginia M. Barry, Ph.D.  
Commissioner of Education



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION

**AMENDMENT**

This Agreement (hereinafter called the "Amendment") dated this 24th day of September, 2013 by and between the State of New Hampshire acting by and through the Department of Education, Bureau of Special Education, (hereinafter referred to as the "Office") and the Southeastern Regional Education Service Center, Contract Number 1018979, a corporation organized under the laws of the State of New Hampshire, with a place of business at 29 Commerce Drive, Bedford, NH 03110, (hereinafter referred to as the "Provider").

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement") dated June 6, 2012, Item # 126, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of certain sums as specified therein;

**WHEREAS**, pursuant to the provision of Section 3.7 of the original Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

**WHEREAS**, the Provider and the Office have agreed to amend the Agreement in certain respects;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION

AMENDMENT
(continued)

1. Amendment and Modification of Agreement:

Exhibit A – Scope of Services

The provider will continue services at the reduced level for all Local Education Agencies and Private Special Education Providers throughout the State of New Hampshire, with the effective date of this amendment through June 30, 2015.

Exhibit B – Budget and payment method

The provider will be reimbursed in the amount of \$570,871.00 each Fiscal Year 2014 and 2015 not to exceed \$1,141,742.00.

2. Effective Date of Amendment:

This Amendment shall take effect on July 1, 2013 or the date of Governor and Council approval, whichever is later and will remain in place until June 30, 2015.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE

Commissioner of Education

By: [Signature]
Commissioner Name

By: [Signature]
(contract signator), (signator's title)

SERESC
(legal name of agency)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION

AMENDMENT
(continued)

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 24th day of September 20, before me, Jeffrey Wallace, the undersigned officer, Richard LaSalle personally appeared who acknowledged him/herself to be the Executive Director of the Southeastern Regional Education Service Center a corporation, and that he/she, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Executive Director of the Southeastern Regional Education Service Center

In witness whereof I hereunto set my hand and official seal.

My Commission expires: 9/23/2014

Notary Public Justice of the Peace (Signature of Jeffrey Wallace)

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: (Signature) Assistant Attorney General

Date: 2/10/14

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on:

OFFICE OF THE SECRETARY OF STATE

By:

Title:



# STATE OF NEW HAMPSHIRE

## DEPARTMENT OF EDUCATION

### Exhibit A Services to be Provided.

The contractor will provide the following services to the New Hampshire Department of Education from July 1, 2013 through June 30, 2015.

- 2.1 Monitor Public School Special Education Programs** (including early childhood special education programs) using the Focused Monitoring process based on key indicator, as well as, compliance review.
- 2.1.1. Collaborate with the Bureau of Special Education to review the NH Focused Monitoring Process Manual annually and update as needed.
  - 2.1.2. Conduct Focused Monitoring which is a two (2) year process for selected districts. District selection and notification for Focused Monitoring is the responsibility of the Department. Year one includes, but not limited to, a year-long program monitoring and compliance review with action planning. Year two includes, but is not limited to, technical assistance to districts for their action plan, and monitoring of their action plan.
    - 2.1.2.a. Assign team leader to facilitate focused monitoring process with each selected district.
    - 2.1.2.b. Work with each selected district to establish a focused monitoring team representative of administration and educators.
    - 2.1.2.c. Monitor special education programs in selected districts in accordance with NH Rules for the Education of Children with Disabilities Ed 1126.
      - 2.1.2.c.(1) Work onsite with selected districts to determine Focused Monitoring data collection activities under weekly supervision of the Department.
      - 2.1.2.c.(2) Assist selected districts' team with data collection and analysis in regards to key indicator and other general supervision areas.  
Year 2 (approximately six (6) districts each year):
    - 2.1.2.d. Assigned Team leader returns to provide technical assistance and support to district in implementing their program approval corrective action plan.
- 2.2 Monitor Private Special Education Programs** on a cyclical basis using the yearlong case study compliance review process with follow-up to the corrective action the following year.
- 2.2.1. Collaborate with the Bureau of Special Education to review the Monitoring of Private Special Education Programs Process Manual annually and update as needed.
  - 2.2.2. Monitor selected private special education programs in accordance with the New Hampshire Rules for the Education of Children with Disabilities Ed 1126, as well as, private special education programs who also are requesting nonpublic "school" approval based on Ed 400:
    - 2.2.2.a. Assign team leader to facilitate yearlong case study process with each selected private special education program as selected based on a cyclical process. Approximately 15 each year plus follow-up corrective action the next year.
    - 2.2.2.b. Conduct onsite visit (1-3 days) at each of the selected private special education programs using trained educator and parent volunteers to gather evidence related to three focus areas through a collaborative case study review process. The focus areas presently are: Access to general curriculum, transition, behavior strategies and discipline. This process includes providing a corrective action template, conducting interviews, classroom observations, and review of records.
    - 2.2.2.c. Assist private special education programs in development of corrective action plan based on findings of non-compliance as well as child specific findings of non-compliance.
    - 2.2.2.d. Identify and provide written documentation to Bureau of Special Education of findings of non-compliance and child specific non-compliance. Both the private special education program and the district of liability must be informed of child specific findings. Child specific findings of non-compliance must be corrected and verified within 45 days.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EDUCATION**

Exhibit A  
Services to be Provided, cont'd

- 2.2.2.e. Provide to the Bureau of Special Education each private special education program final report of findings for the review, approval and dissemination within 60 days of the onsite visit.
- 2.2.3. Assigned Team leader returns to the private special education program within one year to verify correction of findings of non-compliance within outlined timelines:
  - 2.2.3.a. Develop written onsite compliance review report to be submitted to the Bureau of Special Education within 60 days of the onsite visit.
  - 2.2.3.b. Verify the correction or the lack of correction of noncompliance within 150 days of the date of the private special education program's final report.
  - 2.2.3.c. Provide the Bureau of Special Education with written correspondence regarding a private special education program's correction or the lack of correction of non-compliance.
- 2.3 **Perform overall management activities** of the monitoring of districts for special education and approval for Private Special Education Schools project:
  - 2.3.1. Hire a Project Manager to organize and oversee all aspects of the project.
  - 2.3.2. The Project Manager will communicate either by teleconference, written updates and/or in person weekly with the Administrator, Bureau of Special Education or designee to communicate on all program approval matters including, but not limited to, status of budget, maintenance of visit schedule, status of corrective action activities, correction of child specific noncompliance and progress of schools requiring corrective action. Assign a project director who will meet monthly with the Focused Monitoring team and the Department project director to ensure all activities and responsibilities outlined in this RFP are being completed and to discuss and find solutions for any issues that may arise.
  - 2.3.3. Hire or contract with staff to support the project knowledgeable in and familiar with early childhood special education, special education, regular education, promising practice and current research, the federal regulations and State rules governing special education and the structure of the public schools and non-public special education approved schools in New Hampshire. In addition, staff should also be knowledgeable and/or familiar with rules for school approval and Charter Schools as they relate to special education program approval.
  - 2.3.4. Establish a pool of volunteers knowledgeable about early childhood special education, regular education and special education to serve on school visits and as resources for schools in the monitoring process; technical assistance visits and improvement processes.
  - 2.3.6. Hire support staff able to support the project in a clerical manner with reports, mailings, note-taking, maintaining data bases, setting up and making meeting arrangements, tracking visits and follow-up required for monitoring, improvement, and corrective action processes.
  - 2.3.7. Collaborate with NHDOE to design, implement and provide professional development workshops about/related to the program approval process; orientation, facilitation, and networking sessions. Provide Professional Development certificates to the district staff participating in the Focused Monitoring Process.
  - 2.3.8. Gather feedback from constituents participating in the monitoring process.
  - 2.3.9. Write informative compliance reports, final reports that must be completed within 60days of the school visit, and correspondence for and to the field, including but not limited to, monitoring process, timely correction of noncompliance and child specific noncompliance.
  - 2.3.10. Maintain databases to yield statewide data obtained through the special education monitoring and program approval project on school, district and/or SAUs incidences of systemic and student specific noncompliance and status of corrective actions.
  - 2.3.11. Assist in updating and creating new forms, applications, and procedures for New Hampshire's Focused Monitoring System and Case Studies for private special education programs as required for the approval process.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EDUCATION**

Exhibit A  
Services to be Provided, cont'd

- 2.3.12. Effectively collaborate and communicate with other individuals, agencies, and/or organizations to enhance the success of the project.
  - 2.3.13. Be a positive spokesperson for the New Hampshire Department of Education.
  - 2.3.14. Provide a strategy for evaluation of the project's success in achieving the stated priorities and in meeting and promoting the stated General Requirements.
- 2.5** The applicant will be required to provide the following **invoicing and reporting requirements** for the monitoring of districts for Special Education and Approval for Private Special Education Schools project:
- 2.5.1. Provide data for and otherwise participate in evaluation activities related to this program.
  - 2.5.2. Participate in dissemination activities related to their project.
  - 2.5.3. Provide monthly invoices with a summary of activities conducted during the month towards the accomplishment of Services to be Provided outlined in section 2.0 of the RFP.
  - 2.5.4. Write reports and progress updates to NH Department of Education, Bureau of Special Education as requested.
  - 2.5.5. Submit a final year-end report to the NH Department of Education, Bureau of Special Education including any information requested.
  - 2.5.6. Seek written approval from the Administrator, Bureau of Special Education, prior to presenting the monitoring process to other organizations/agencies unless the presentation is to districts and/or special education programs involved in the Focused Monitoring or the Private Special Education Program yearlong case study process.
  - 2.5.7. Clearly note on any and all documents of the project, that it is being funded by the New Hampshire Department of Education, Bureau of Special Education.





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EDUCATION**

Exhibit B  
Estimated budget and payment method

Budget (July 1, 2013 through June 30, 2015)  
Account Number: 10-056-41100000-102-500731

	FY14	FY15
Professional Services	\$77,147.00	\$77,147.00
Benefits	\$16,967.00	\$16,967.00
Contracted Services	\$365,620.00	\$365,620.00
Supplies/Equipment	\$16,000.00	\$16,000.00
Travel	\$50,500.00	\$50,500.00
Communication	\$2,000.00	\$2,000.00
Indirect Cost 8%	\$42,287.00	\$42,287.00
Audit	\$350.00	\$350.00
Total	\$570,871.00	\$570,871.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$1,141,742.00.

Method of Payment:

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire nonprofit corporation formed August 6, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of October A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# SERESC

Southeastern  
Regional  
Education  
Service Center, Inc.

29 Commerce Drive  
Bedford, NH 03110  
Phone: (603) 206-6800  
Fax: (603) 206-6599  
www.seresc.net

RICHARD LASALLE  
Executive Director

*Inspiring innovation and excellence in education and professional practice.*

## CERTIFICATE OF AUTHORITY

The Board of Directors of the Southeastern Regional Education Service Center, Inc. do hereby certify that Richard LaSalle is the duly appointed Executive Director of the Southeastern Regional Education Service Center, Inc. (SERESC), a New Hampshire Corporation duly existing under the law and having a principal place of business in Bedford, New Hampshire.

The Board also certifies that Richard LaSalle is authorized by the Board of Directors of the Southeastern Regional Education Service Center, Inc. to sign on behalf of the corporation; all contracts, agreements, documents, application for payment from the NH Governor and Council, state bodies and all other individuals and entities.

The Board further certifies that Richard LaSalle is authorized to execute on behalf of the Corporation, all contracts, agreements and other similar documents.

October 17, 2013  
Date

  
Timothy Mayes, Chairperson  
SERESC Board of Directors

The foregoing resolution has not been amended or revoked and remains in full force and effect as of 1/29/2014.

  
Timothy Mayes, Chairperson  
SERESC Board of Directors

Acknowledgement: State of NH, County of Hillsborough

On 1/29/2014, before the undersigned officer, Mr. Timothy Mayes, Chairperson, satisfactorily identified himself and acknowledged that he executed this document in the capacity indicated above.

  
Signature of Notary Public

ABBY COLLINS, Notary Public  
My Commission Expires September 23, 2014

Name, Title and Expiration of Commission

### MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett • Hudson • Litchfield  
Londonderry • Merrimack • Pelham • Timberlane • Windham



# CERTIFICATE OF LIABILITY INSURANCE

SOUTHEA OP ID: BB

DATE (MM/DD/YYYY)  
10/07/13

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 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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Mark Cote	603-424-9901 603-424-3203	CONTACT NAME: PHONE (A/C, No., Ext.): FAX (A/C, No.): ADDRESS:
INSURED Southeastern Regional Ed Service Ctr Inc. 29 Commerce Drive Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co Of America NAIC # 31534 INSURER B: Massachusetts Bay Insurance Co 22306 INSURER C: *Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:

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.

INBR LTR	TYPE OF INSURANCE	ADULTS/CHILDREN (A/C)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZBV962677700	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV9626162	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		LHV9636434	07/01/13	07/01/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WDV962085600	07/01/13	07/01/14	WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Department of Education State of New Hampshire 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patrick L. Laporte</i>
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education and professional practice.*

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## SERESC Board of Directors 2013-2014

### CHAIRPERSON

**Mr. Timothy Mayes**  
103 County Road  
Bedford, NH 03110

**SAU #25**  
Ph: 472-3755 ext 224 Fax: 472-2567  
mayest@sau25.net

**Mr. Nathan Greenberg**  
268 Mammoth Road  
Londonderry, NH 03053

**SAU #12**  
Ph: 432-6920 ext 1102  
ngreenberg@londonderry.org

**Dr. Charles (Phil) Littlefield**  
90 Farmer Road  
Hooksett, NH 03106

**SAU #15**  
Ph: 622-3731 ext 15 Fax: 669-4352  
plittlefield@sau15.net

**Ms. Marjorie Chiafery**  
36 McElwain Street  
Merrimack, NH 03054

**SAU #26**  
Ph: 424-6200 ext 1111 Fax: 424-6229  
marge.chiafery@merrimack.k12.nh.us

**Dr. D. Brian Cochrane**  
1 Highlander Court  
Litchfield, NH 03052-8401

**SAU #27**  
Ph: 578-3570 ext 3333 Fax: 578-1267  
bcochrane@litchfieldsd.org

**Amanda Lecaroz**  
59A Marsh Road  
Pelham, NH 03076

**SAU #28**  
Ph: 635-1145  
alecaroz@pelhamsd.org

**Dr. Earl Metzler II**  
30 Greenough Road  
Plaistow, NH 03865

**SAU #55**  
Ph: 382-6119 ext 2217 Fax: 382-3334  
earl.metzler@timberlane.net

**Winfried Feneberg**  
P.O. Box 510  
Windham, NH 03087

**SAU #95**  
Ph: 425-1976 ext 114 Fax: 425-1719  
wfeneberg@windhamsd.org



capacity of districts to provide high-quality, sustainable program improvement for children and youth with disabilities. Currently, the Bureau of Special Education is endorsing a Focused Monitoring approach for districts and a cyclical year-long case study approach for private special education schools, with a Key Performance Indicator (KPI) of the achievement gap on the NH State-wide Assessment, known as the New England Common Assessment Program (NECAP). The Focused Monitoring approach will assist districts in narrowing the achievement gap for students with disabilities and students without disabilities in grades 4 and 8. Additionally, there is a compliance review to ensure that children and youth are receiving a Free Appropriate Public Education. The Focused Monitoring approach is based on the work from the National Center for Special Education for Accountability and Monitoring (NCSEAM).

A Request for Proposals (RFP) was advertised in the Manchester Union Leader on December 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup>, 2011, posted on the Department of Education website and was sent via e-mail to the Bureau of Special Education distribution/inform lists. There were two (2) respondents to the Request for Proposals: Southeastern Regional Education Service Center and Progressus Therapy. Southeastern Regional Education Service Center is being awarded the contract based on their superior proposal (see rubric).

Services to be performed include, but are not limited to:

- Establish and maintain an effective New Hampshire Special Education Program Approval and Improvement process that ensures that all New Hampshire children and youth with disabilities have an opportunity to receive a free appropriate public education in the least restrictive environment that promotes a high quality education. This process will:
  - Align with IDEA 2004;
  - Support the priorities identified in the New Hampshire Department of Education's Annual Performance Report; and
  - Include an expanded parent role.
- Work collaboratively with the New Hampshire Department of Education, Bureau of Special Education and key New Hampshire stakeholders in the design of an effective, data driven Focused Monitoring System;
- Establish and maintain an effective, accessible data collection process and system that yields statewide data obtained through the Program Approval and Improvement Process.

In the event that the Federal funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

New Hampshire Department of Education  
Monitoring of Districts for Special Education and  
Approval for Private Special Education Schools  
FY 2013

Vendor Name	SERESC	Prograssus Therapy
<p>5.1.1  Significance of Project: Description of the bidder's organizational capabilities to deliver the services, including a brief description of their company, a history of their firm's and/or personal experience in developing and implementing a program of this type (10 points)</p>	9	7
<p>5.1.2  Quality of Services: Describe how you will accomplish the Services to be Provided in 2.0 and meet the General Requirements in 1.0 of this RFP, including activities and strategies. (30 points)</p>	28	15
<p>5.1.3  Personnel and Partners: Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and duties, ad the amount of time each will devote to this project. Identify key partners, describe their anticipated participation and provide documentation of their commitment (10 points)</p>	8	5
<p>5.1.4  Adequacy of Resources: Provide a detailed budget, including budget notes/justification, which clearly explain the relationship between proposed activities and expenditures, and that is broken into three fiscal years (July 1, 2012 to June 30, 2013) and (July 1, 2013 to June 30, 2014) and July 1, 2014 to June 30, 2015) (25 points)</p>	25	13
<p>5.1.5  Management Plan: In this section, provide information regarding the work-plan, timelines, milestones, etc. (15 points)</p>	15	8
<p>5.1.6  Evaluation Plan: Describe your comprehensive plan for the evaluation of the proposed project's activities, effectiveness and impact. (10 points)</p>	9	5
<p><b>Total Points</b></p>	94	53



**The committee members responsible for the review of the NH Department of Education Monitoring of Districts for Special Education and Approval for Private Special Education Schools proposals include the following individuals:**

**Deborah Krajcik, Education Consultant, Bureau of Special Education  
Bridget Goodwin, Education Consultant, Bureau of Special Education  
Sandra Crosson, Pupil Personnel Services, Director, SAU#11 Dover**

**The scoring for this proposal was conducted employing a consensus model.**

**The role of the committee members was advisory in nature. They provided information, analysis, and recommendations that were presented to the Commissioner of Education.**

**The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.**

Subject:

Special Education Monitoring and Program Approval Project

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant St., Concord, NH 03301	
1.3 Contractor Name Southeastern Regional Education Service Center, Inc (SERESC)		1.4 Contractor Address 29 Commerce Dr., Bedford, NH 03110	
1.5 Contractor Phone Number 603-206-6800	1.6 Account Number see exhibit B	1.7 Completion Date 06/30/15	1.8 Price Limitation \$2,249,975.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator Special Education		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Dr. Richard W. Ayers, Acting Exec. Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/4/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Abby L. Collins, Notary Public</u> ABBY COLLINS, Notary Public My Commission Expires September 23, 2014			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5/17/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

**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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials West  
Date 11/1/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. 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. 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 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.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

*Recd*  
*4/11/12*

Exhibit A  
Services to be Provided.

The contractor will provide the following services to the New Hampshire Department of Education from July 1, 2012 through June 30, 2015.

**2.1 Conduct Program Approval** of all new special education programs and revisions to existing programs in accordance with New Hampshire Rules for the Education of Children with Disabilities Ed 1126.

- 2.1.1. Collaborate with the Department of Education, Bureau of Special Education to review and update program approval application, instructions and forms as needed.
- 2.1.2. Provide a Program Approval Technical Assistant (TA) that will communicate with applicant(s) regarding the program approval application and process.
- 2.1.3. Review program approval application and documentation for compliance with NH Rules for the Education of Children with Disabilities Ed 1126.
- 2.1.4. Provide written documentation to the Bureau of Special Education regarding recommendation to approve or not approve new programs or revisions to existing programs.
- 2.1.5 Utilize their experience with school improvement models.

**2.2 Monitor Public School Special Education Programs** (including early childhood special education programs) using the Focused Monitoring process based on key indicator, as well as, compliance review.

- 2.2.1. Collaborate with the Bureau of Special Education to review the NH Focused Monitoring Process Manual annually and update as needed.
- 2.2.2. Convene a representative stakeholder group to review and select a new Key Performance Indicator (KPI) for selection of districts to participate in focus monitoring if requested by the Bureau of Special Education.
- 2.2.3. Conduct Focused Monitoring which is a two (2) year process for selected districts. District selection and notification for Focused Monitoring is the responsibility of the Department. Year one includes, but not limited to, a year-long program monitoring and compliance review with action planning and corrective action planning activities. Year two includes, but is not limited to, technical assistance to districts for their corrective action plan, monitoring of their corrective action plan and verification of correction of noncompliance.

Year 1 (approximately seven (7) districts each year):

Schedule and conduct with the Department the initial information session with selected districts:

- Distribute to each district the Focused Monitoring Compliance Application approved by the Department.
- Collect and review the Focused Monitoring Compliance Application materials in conjunction with the Department.

- o Submit the school district's personnel rosters submitted with their Focused Monitoring Compliance Application to the Department for verification of appropriate personnel credentialing.

Schedule, train, and conduct the Focus Monitoring IEP Compliance Review, a component of the Department Focused Monitoring Process:

Initial Rest  
Date 11/12

Exhibit A  
Services to be Provided, cont'd

- Under the direction and supervision of the Department, collect records and track the data collected during the Focus Monitoring IEP Compliance Review for the purposes of identifying noncompliance.
  - Develop the draft of the IEP Compliance Review Summary for Department review and approval. When approved by the Department, send the district the approved IEP Compliance Review Summary and a validation form in order for the district to respond to any factual error prior to the document being finalized. The district returns the validation form to the vendor.
  - Within the IEP Compliance Review Summary, the district is notified that they are required to correct noncompliance as soon as possible, but in no case more than one year from receipt of IEP Compliance Review Summary. If noncompliance is found regardless of the specific level, the Department considers the IEP Compliance Review Summary the written notification of noncompliance.
- The Department will approve any revisions of the IEP Compliance Review Summary prior to the final approved summary being sent to the district.
- 2.2.3.a. Assign team leader to facilitate focused monitoring process with each selected district.
- 2.2.3.b. Work with each selected district to establish a focused monitoring team representative of administration and educators.
- 2.2.3.c. Monitor special education programs in selected districts in accordance with NH Rules for the Education of Children with Disabilities Ed 1126.
- 2.2.3.c.(1) Work onsite with selected districts to determine Focused Monitoring data collection activities under weekly supervision of the Department.
- 2.2.3.c.(2) Assist selected districts' team with data collection and analysis in regards to key indicator and other general supervision areas.
- 2.2.3.c.(3) Conduct onsite visits (1-3 day visits) using trained educator and parent volunteers to monitor program through review of records, conduct interviews, and classroom observations.  
Send the Department approved Focused Monitoring Correction Action Plan for noncompliance template to the district with deadline for submission.
- 2.2.3.c.(4) Assist districts in development of corrective action plan based on visit system and child specific findings of non-compliance during visit. Under the supervision of the Department, collect and review the Focused Monitoring Corrective Action Plan submitted by the districts. Offer technical assistance with the Department to the Focused Monitoring districts based on the needs identified in the Corrective Action Plan. The Department approves all correction action plans.  
Schedule follow-up visits with the focused monitoring districts within one year to verify the correction of noncompliance. Verify the correction of noncompliance in conjunction with the Department.
- 2.2.3.c.(5) Identify and provide written documentation to the Bureau of Special Education of findings of non-compliance and child specific noncompliance. Child specific findings of non-compliance must be corrected and verified within 45 days.

Initial Rest  
Date 7/4/12

2.2.3.c.(6) Provide to the Bureau of Special Education each districts final report of findings for the review, approval and dissemination within 60 days of the onsite visit.

Year 2 (approximately seven (7) districts each year):

- 2.2.3.d. Assigned Team leader returns to provide technical assistance and support to district in implementing their program approval corrective action plan.
- 2.2.3.d.(1) Monitor correction of findings of non-compliance within outlined timelines.
- 2.2.3.d.(2) Verify the correction or the lack of correction of noncompliance within 150 days of the date of the district's final report.
- 2.2.3.d.(3) Provide the Bureau of Special Education with written correspondence regarding a district's correction or the lack of correction of noncompliance.
- Once noncompliance is verified as corrected by the vendor, the Department will send a written closeout letter to the district indicating that the noncompliance has been verified as corrected.

**2.3 Monitor Private Special Education Programs** on a cyclical basis using the year long case study compliance review process with follow-up to the corrective action the following year.

- 2.3.1. Collaborate with the Bureau of Special Education to review the Monitoring of Private Special Education Programs Process Manual annually and update as needed.
- 2.3.2. Collaborate with the Bureau of Special Education to review and update case study forms and instruction as needed.
- 2.3.3. Monitor selected private special education programs in accordance with the New Hampshire Rules for the Education of Children with Disabilities Ed 1126, as well as, private special education programs who also are requesting nonpublic "school" approval based on Ed 400:
- 2.3.3.a. Assign team leader to facilitate year long case study process with each selected private special education program as selected based on a cyclical process. Approximately 15 each year plus follow-up corrective action the next year.
- 2.3.3.b. Conduct onsite visit (1-3 days) at each of the selected private special education programs using trained educator and parent volunteers to gather evidence related to three focus areas through a collaborative case study review process. The focus areas presently are: Access to general curriculum, transition, behavior strategies and discipline. This process includes providing a corrective action template, conducting interviews, classroom observations, and review of records.
- 2.3.3.c. Assist private special education programs in development of corrective action plan based on findings of non-compliance as well as child specific findings of non-compliance.
- 2.3.3.d. Identify and provide written documentation to Bureau of Special Education of findings of non-compliance and child specific non-compliance. Both the private special education program and the district of liability must be informed of child specific findings. Child specific findings of non-compliance must be corrected and verified within 45 days.
- 2.3.3.e. Provide to the Bureau of Special Education each private special education program final report of findings for the review, approval and dissemination within 60 days of the onsite visit.

Initial RB  
Date 4/10



2.3.4. Assigned Team leader returns to the private special education program within one year to verify correction of findings of non-compliance within outlined timelines:

- 2.3.4.a. Develop written onsite compliance review report to be submitted to the Bureau of Special Education within 60 days of the onsite visit.
- 2.3.4.b. Verify the correction or the lack of correction of noncompliance within 150 days of the date of the private special education program's final report.
- 2.3.4.c. Provide the Bureau of Special Education with written correspondence regarding a private special education program's correction or the lack of correction of non-compliance.

**2.4 Perform overall management activities** of the monitoring of districts for special education and approval for Private Special Education Schools project:

- 2.4.1. Hire a Project Manager to organize and oversee all aspects of the project.
- 2.4.2. The Project Manager will communicate either by teleconference, written updates and/or in person weekly with the Administrator, Bureau of Special Education or designee to communicate on all program approval matters including, but not limited to, status of budget, maintenance of visit schedule, status of corrective action activities, correction of child specific noncompliance, updating of new programs seeking approval, and progress of schools requiring corrective action.  
Assign a project director who will meet monthly with the Focused Monitoring team and the Department project director to ensure all activities and responsibilities outlined in this RFP are being completed and to discuss and find solutions for any issues that may arise.
- 2.4.3. Hire or contract with staff to support the project knowledgeable in and familiar with early childhood special education, special education, regular education, promising practice and current research, the federal regulations and State rules governing special education and the structure of the public schools and non-public special education approved schools in New Hampshire. In addition, staff should also be knowledgeable and/or familiar with rules for school approval and Charter Schools as they relate to special education program approval.
- 2.4.4. Establish a pool of volunteers knowledgeable about early childhood special education, regular education and special education to serve on school visits and as resources for schools in the monitoring process; technical assistance visits and improvement processes.
- 2.4.5. Align early childhood components of the monitoring process with preschool special education and early intervention initiatives.
- 2.4.6. Hire support staff able to support the project in a clerical manner with reports, mailings, note-taking, maintaining data bases, setting up and making meeting arrangements, tracking visits and follow-up required for monitoring, improvement, and corrective action processes.
- 2.4.7. Implement monitoring and program approval for special education programs as well as timely correction of non-compliance (including early childhood special education).  
Recruit, prepare information packets, and train volunteers to be team members for the Focused Monitoring IEP Compliance Review. Information packets and training materials must be approved by the Department prior to distribution to districts.
- 2.4.8. Collaborate with NHDOE to design, implement and provide professional development workshops about/related to the program approval process; orientation, facilitation, and networking sessions. Provide Professional Development certificates to the district staff participating in the Focused Monitoring Process.

Initial RLT  
Date 4/24/12

Exhibit A  
Services to be Provided, cont'd

- 2.4.9. Gather feedback from constituents participating in the monitoring process.
  - 2.4.10. Write informative compliance reports, final reports that must be completed within 60 days of the school visit, and correspondence for and to the field, including but not limited to, monitoring process, timely correction of noncompliance and child specific noncompliance.
  - 2.4.11. Maintain databases to yield statewide data obtained through the special education monitoring and program approval project on school, district and/or SAUs incidences of systemic and student specific noncompliance and status of corrective actions.
  - 2.4.12. Assist in updating and creating new forms, applications, and procedures for New Hampshire's Focused Monitoring System and Case Studies for private special education programs as required for the approval process.
  - 2.4.13. Effectively collaborate and communicate with other individuals, agencies, and/or organizations to enhance the success of the project.
  - 2.4.14. Design and implement training for onsite team members (internal and external to the process) and parents who will be involved in the monitoring process.
  - 2.4.15. Be a positive spokesperson for the New Hampshire Department of Education.
  - 2.4.16. Provide a strategy for evaluation of the project's success in achieving the stated priorities and in meeting and promoting the stated General Requirements.
- 2.5 The applicant will be required to provide the following **invoicing and reporting requirements** for the monitoring of districts for Special Education and Approval for Private Special Education Schools project:**
- 2.5.1. Provide data for and otherwise participate in evaluation activities related to this program.
  - 2.5.2. Participate in dissemination activities related to their project.
  - 2.5.3. Provide monthly invoices with a summary of activities conducted during the month towards the accomplishment of Services to be Provided outlined in section 2.0 of the RFP.
  - 2.5.4. Write reports and progress updates to NH Department of Education, Bureau of Special Education as requested.
  - 2.5.5. Submit a final year-end report to the NH Department of Education, Bureau of Special Education including any information requested.
  - 2.5.6. Seek written approval from the Administrator, Bureau of Special Education, prior to presenting the monitoring process to other organizations/agencies unless the presentation is to districts and/or special education programs involved in the Focused Monitoring or the Private Special Education Program year long case study process.
  - 2.5.7. Clearly note on any and all documents of the project, that it is being funded by the New Hampshire Department of Education, Bureau of Special Education

Initial HHW  
Date 1/25

**Exhibit B**  
**Estimated budget and payment method**

Budget (July 1, 2012 through June 30, 2015)  
Account Number: 10-056-41100000-102-500731

	FY13	FY14	FY15
Professional Services	\$74,547.00	\$77,147.00	\$79,851.00
Benefits	\$19,289.00	\$16,967.00	\$16,634.00
Contracted Services	\$517,100.00	\$512,800.00	\$517,000.00
Supplies/Equipment	\$17,400.00	\$19,725.00	\$18,250.00
Travel	\$63,750.00	\$64,450.00	\$59,850.00
Communication	\$2,000.00	\$3,000.00	\$2,500.00
Indirect Cost 8%	\$55,555.00	\$55,555.00	\$55,555.00
Audit	\$350.00	\$350.00	\$350.00
Total	\$749,991.00	\$749,994.00	\$749,990.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of 2,249,975.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initial BAR  
Date 8/1/12

none

Initial Rud  
Date 4/11/12

## Corporation Division

Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online

Search Type: Starting With  
Search Date: 5/14/2012

Search Criteria: Southeastern Regional  
Search Time: 11:42

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER	64995	Non-Profit Corporation	Good Standing	8/6/1974

Records Returned 1 to 1

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online

Date: 5/14/2012 **Filed Documents**  
(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER	Legal

**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	64995
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	8/6/1974
<b>Principal Office Address:</b>	29 COMMERCE DR BEDFORD NH 03110
<b>Principal Mailing Address:</b>	29 COMMERCE DR BEDFORD NH 03110
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	1/6/2010
<b>Last Annual Report Filed:</b>	2010

**Registered Agent**

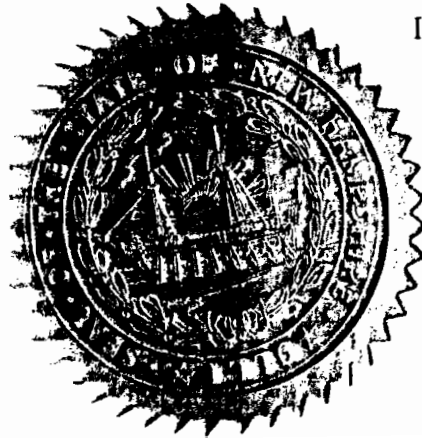
<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire nonprofit corporation formed August 6, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of March A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Richard LaSalle, Vice Chair/Clerk of Southeastern Regional Education Service Center, Inc. do hereby certify that:

- (1) I have access to and am familiar with the minute books of the association;
- (2) I am authorized to issue certificates with respect to the contents of such books;
- (3) The following is a true and complete copy of the resolution adopted by the board of directors of the association at a meeting of that board on April 14, 2011, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the association;
- (4) The foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

Dr. Charles Littlefield, Chairperson, SERESC Board of Directors  
Mr. Richard LaSalle, Vice President/Clerk, SERESC Board of Directors  
N/A, Secretary  
N/A, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Clerk of the association this fourth (4<sup>th</sup>) day of April, 2012.


  
Richard LaSalle, Vice Chair/Clerk

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

On April 4, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/Clerk of the association identified in the foregoing certificate, and acknowledge that she/he executed the forgoing certificate.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

CATHERINE E. BELCHER  
Notary Public - New Hampshire  
My Commission Expires April 1, 2014





SERESC's mission is to engage, support and inspire learning.

29 Commerce Drive  
Bedford, NH 03110  
(603) 206-6800

Dr. Richard W. Ayers  
Acting Executive Director

## RESOLUTION

Be it resolved that the Executive Committee of the Board of Directors authorizes Dr. Richard W. Ayers, Acting Executive Director of Southeastern Regional Education Service Center, Inc. (SERESC) to sign all agreements required to execute a contract with the New Hampshire Department of Education.

Be it further resolved that SERESC is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.

Dr. Charles P. Littlefield, Chairperson  
SERESC Board of Directors

4/4/12  
Date

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On March 21, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Chairperson of the association identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Notary Public

FAREN L. MILO  
Notary Public - New Hampshire  
My Commission Expires August 13, 2013

## HOW SERESC



The Southeastern Regional Education Service Center (SERESC) was formed in 1974 when 14 school districts pooled their resources to support special education students being mainstreamed into public schools for the first time. SERESC was created and remains a non-profit entity managed by a Board of Directors comprised of School Board Members and Superintendents of Schools.

As an educational consortium, SERESC has both a regional and statewide focus that enables us to serve all educational communities. SERESC pilots innovative practices and creativity, technological sophistication and professional development that contribute to accountability, improved student learning, and excellence in the teaching profession. Locally, SERESC serves a population of over 25,000 students, plus 2,000 teachers and administrators in forty schools.

Today SERESC is an agency known for its services and collaborations with education, business, local and federal governments. These partnerships enable SERESC to provide quality services to its schools and a professional development center where both educators and business professionals gather to work, learn and be inspired!

**Principle Staff Working on the Project**

**Jane Bergeron-Beaulieu**

**Dr. Edward Hendry**

**Dr. Robert Greenleaf**

**Jane M. Bergeron-Beaulieu**  
75 Charles Bancroft Highway  
Litchfield NH 03052  
(603) 598 4533  
email:jbergero@seresc.net  
cell: 494-1149

**Education**

**Notre Dame College, 1982-1986**  
M.Ed. School Administration and Supervision

**Keene State College, 1975-1979**  
B.S. Special Education and Elementary Education  
Minor, English

**NH Certification**

Principal K-12  
Special Education Administrator  
Elementary Education K-8  
General Special Education, K-12

**Administrative Experience**

1991-Present **Education Consultant** Independent consultant to Southeastern Regional Education Service Center, Inc., Bedford NH. (SERESC) Responsibilities include: oversight and administration of the NHDOE Program Approval and Improvement Process, Project Director DHHS Standardization Project, School Improvement Grant Coordination (SIG), program evaluations, grant writing, professional development to school districts and private schools (SIN/DINI Process, Professional Learning Communities, Para Professional Training, Strategic Planning, Mission/Vision Development , special education policy/procedure etc.)

**Principal, Grades 5-8** Frisbee Middle School, Kittery, Maine

**Principal, Grades 6-8** Jaffrey-Rindge Middle School, Con-Val School District

**Principal, Grades K-12** Robert B. Jolicoeur School, Easter Seals, Manchester NH

**Assistant Principal/Special Education Coordinator, Grades R-8** Henry W. Moore Elementary School, Candia, NH

**Responsibilities for all Administrative Positions:**

Direct Supervision and evaluation of personnel and staff, discipline of students, curriculum development and supervision, coordination of transportation, budget management, hiring of personnel, community relations, supervision of athletic programs, and direct work with school board and SAU office.

**Teaching Experience**

2009-Present **Adjunct Faculty Member and Supervisor of Student Teachers**  
Plymouth State University and Southern New Hampshire University

1983 - 1985 **Special Education Consultant, Grades 1-5** American School of Kuwait, Kuwait  
Duties included extensive teacher and parent consultation, direct instruction, writing of individual education plans, professional development to staff, behavioral and classroom observations, conducting educational assessments and assisting administrators in special education program development.

1979-1983

**Resource Room Specialist / Special Education Coordinator, Grades 1-8**

Henry W. Moore Elementary School, Candia, NH

Duties included direct instruction to 50 educationally disabled students, writing and implementing IEPs, educational and behavioral diagnosing, daily lesson plans and observations, supervision of three para-professionals, teacher and parent consultation, chairperson of PPT, locating and monitoring out of district placements.

**Associations:**

Member: Association for Supervision and Curriculum Development, National Staff Development Council, NH Staff Development Council, New Hampshire School Administrators Association, New Hampshire Special Education Administrators Association, serve on a variety of NHDOE Advisory Committees

**Honors:**

Presenter: New England League of Middle Schools, NHSAA, NHASEA, Attorney General's Conference on Child Abuse and Neglect  
Trainer – NH Peer Assisted Leadership Program  
Past President, NH Staff Development Council  
Appointed by Governor to School Building Authority  
Board of Directors, NH Staff Development Council

**Special Skills**

Experience in facilitation of school improvement models (SINI, DINI, Restructuring, SIG)  
Knowledge and experience in systems change  
Knowledge of curriculum, instruction and assessment  
Trained in coaching and mentoring: Adaptive Schools, Appreciative Inquiry, PALS, Charlotte Danielson's Pathwise Mentor Program, Critical Friends Model  
Extensive knowledge of special law, and program development  
Extensive world travel in Middle East and Europe  
Research/writing  
Interpersonal communication  
Proven leadership ability

**Interests**

Running, biking, hiking, reading, travel, yoga, gardening, skiing

Dr. Edward J. Hendry  
74 Long Pond Road  
Dunbarton, NH 03046

Professional experiences in curriculum design and student assessment; in establishing educational standards at the national, state, and local levels; and with large scale educational assessment design and implementation.

### FORMAL EDUCATION

Boston University  
Major: Educational Leadership, Curriculum  
Degree: Ed.D. 1988

University of Massachusetts, Amherst Massachusetts  
Major: Science Education  
Degree: M.Ed., 1967

Plymouth State College, Plymouth, NH  
Degree: B.Ed., 1966

### WORK EXPERIENCE

#### 2010-2011

Educational Consultant, SERESC  
Special Education Program Approval

#### 2010-2011

Educational Consultant NH Department of Education  
Accountability and Assessment

#### July- September 2009

Nashua School District  
Interim Superintendent of Schools

#### 2007-2010

Nashua School District  
Associate Superintendent of Schools

- Provided leadership in developing, implementing, and evaluating curriculum and instructional programs and services
- Assisted the Superintendent of Schools in formulating strategic planning, district goals, objectives, policies, procedures, and budgets
- Provided leadership, consultation, and support for directors, principals, teachers, and staff in the teaching/learning process, curriculum alignment to standards, using data to inform instruction, and student achievement.
- Supervised and evaluated building principals
- Supervised and evaluated directors of curriculum, special education, student services, technology, athletics, and career and technology
- Resolved conflicts at the district level with administrators, parents, teachers, staff and the community
- Established and maintained positive school and community relationships

#### 2006-2007

Nashua School District  
Director of Accountability and Assessment

- Performed administrative duties in planning, administering, and evaluating district/state/federal programs of educational assessment, accountability, and school improvement

- Developed strategies to assist schools and the district in the acquisition of assessment instruments and in the use of data to evaluate the effectiveness of educational programs, the development and implementation of local education improvement and assessment plans, and in the planning and implementation of related professional development activities
- Analyzed and interpreted state and federal laws and regulations to recommend school district policies related to educational improvement and educational accountability programs.
- Provided the coordination and alignment for all state and federal compensatory grants with district goals and improvement plans

June 2002- September 2006

Interdisciplinary Curriculum Specialist  
Nashua School District

2000- 2002

Administrator, Office of Curriculum and Assessment  
NH Department of Education  
Oversight responsibilities for the NH Educational Improvement and Assessment Program

1988-2000

Curriculum Supervisor, Science Education  
NH Department of Education

1987-88

Curriculum Director, K-12 Mathematics, Science, and Health, City of Manchester, NH

1974-87

Science Department Chairman/Teacher  
Pelham High School

1967-74

Science Teacher  
Somers High School, Somers CT.

### PROFESSIONAL RECOGNITION/AWARDS

- 1998 Certificate of Recognition for Leadership, NASA
- 1995 New England Environmental Educator Leadership Award
- 1993 The Howard I. Wagner Award for Outstanding Contributions to Science Education in NH
- 1986 Presidential Award for Excellence in Science Teaching, national awardee
- 1986 Pi Lambda Theta membership in National Honor Society for Professional Educators
- 1985 A Celebration of Excellence in Education Award, presented by the NH Board of Education
- 1982 Excellence in Biology Teaching Award, National Science Teachers Association
- 1969 Outstanding Young Educator's Award, Connecticut Jaycees

### PUBLICATIONS

- 1990, *Barbara McClintock/Pioneer of Modern Genetics*, J. Hendry and E. Hendry, Nobel Prize Series, Video and Curriculum Library, IMG Educators, NY
- 1990, *Michael Brown and Joseph Goldstein/Unlocking the Secrets of Cholesterol*, J. Hendry and E. Hendry, Nobel Prize series, Video and Curriculum Library, IMG Educators, NY
- 1988, *The Status of Elementary School Science in New Hampshire Public Schools, Grades K-6 Principals' and Teachers' Views*. E. Hendry, doctoral dissertation, Boston University
- 1986, "Magnolia virginia in Massachusetts", E. Hendry and R. Primack, *Rhodera*, Fall 1986

# Dr. Robert K. Greenleaf

P.O. Box 186

Newfield, ME 040565

(207) 793-8675

[bob@greenleaflearning.com](mailto:bob@greenleaflearning.com) [www.greenleaflearning.com](http://www.greenleaflearning.com)

## Work Experience

### 2005-Present

**Initiator/Coordinator of Brain/learning Institutes**, conducted in Nashville, TN; Avon, CT; Albuquerque, NM; Frankfurt, Germany; Hamilton, ON; Cary, NC; Lausanne, Switzerland; and Vancouver, B.C.

### 1998-2005

**Professional Development Specialist**, Educational Alliance at Brown University.

My work addresses educational issues in schools around the country as well as on site to conduct applied educational research, manage projects and perform the writing of reports. In the past I was the Project leader for the LAB for: Series of booklets on the brain, neuroscience and learning; The leadership academy; National Curriculum, Learning and Instruction project on standards; Teachers' Union Reform Network; Constructing Knowledge; Action Research; Teacher Development in Low Performing Schools (urban); Secondary School Redesign; as well as participating in numerous other projects.

### 1990-Present

**President, Greenleaf Learning**, P.O. Box 186, Newfield, ME 04056.

[www.greenleaflearning.com](http://www.greenleaflearning.com)

A human resource development company with a blend of educational and business audiences. The company specializes in educational strategies related to brain based learning as well as for understanding behaviors, building esteem and achievement. In addition, motivational / inspirational keynote addresses and parent informational sessions are offered. More information on these is located on the website listed above.

**Targeted area** of expertise is human learning. Other areas of expertise include:

Methods of instruction	Classroom management	Brain Based Learning
Cooperative group-work	K-12 educational strategies	Change
Communication	Assessment	Motivation
Curriculum development	Aspirations	Problem Solving
Parenting	Self esteem	

**Eight books** have been developed for use with the workshops or as support materials. The primary focus is on sustained learning and behavioral / attitudinal changes.

Brain Based Learning: Making Connections for Long-term Memory and Recall; Memory, Recall, the Brain & Learning; Coaching Reluctant Learners; A Mastery Toolkit; Engaging Today's College Students; Engaging Today's Gr. 5-12 Students; Creating & Changing Mindsets and Micro-formative Assessments for Student Centered Accountability.



2003-2007

**Consultant, NUWC**

Bob has served as a primary subject matter expert for a group at the Naval Undersea Warfare Center developing principles of effective instruction and learning on behalf of US military endeavors. Presentations made to DARPA, Naval Submarine Base in Groton, CT, USCG Yorktown, Admiral Moran in York, VA. ONR (office of naval research) and I-media Corporation in Providence, RI.

1999-2001

**Doctoral Committee Adjunct Professor, Johnson and Wales University.**

Served as a committee member as a dissertation reader for doctoral candidates.

1990-1997

**Adjunct Professor, Thomas College, Waterville, ME.**

Thomas College is a small business school in Central Maine that also deals in teacher preparation and graduate studies.

**Taught** the following courses:

ED 330 Evaluation and Curriculum

ED 325 Foundations of Education

ED 430 Knowledge of the Learner in the Learning Process

ED 435 Issues in Education

ED 530 Trends in Education

1992-1997

**Superintendent of Schools, Union #37--Rangeley, ME. 04970**

Superintendent of Schools in a small Kindergarten through grade twelve rural school district in western Maine. Responsibilities include all aspects of the organization including administration, staff, evaluation, budget, curriculum, community relations, operation of plant, transportation, food services, co-curricular, etc.

Total staff of forty-four. 1.4 million dollar annual budget.

1989-1990

**Special Coordinator of Aspirations, Waterville Public Schools, Waterville, ME. 04901.**

Specifically charged with the responsibility to carry forth a school system mission to address student aspirations. Conducted a thorough review of the research literature in addition to organizing and carrying out local research efforts.

Four subcommittees were formed as a result of the local and national data collection and interpretation.

- General Information

- Homework
- Adult Involvement with Youth and Learning
- Community

The Consortium conducted several research projects with notable results. Articles were written for wide public dissemination.

1983-1989

**Assistant Superintendent of Schools**, Waterville Public Schools, 20 Gilman St. Waterville, ME. 04901

Administrator in charge of personnel, staff development, administrative inservice, curriculum development (including math and science), problem solving teams and budgets. Engaged in direct instruction with every grade level K-12. Responsibilities included interfacing with adult/community education and vocational education as well as community groups. Total staff = 320 people. Total budget exceeded ten million dollars.

1980-1983

**Supervising Principal**, grades K-5 in MSAD#40, Waldoboro, ME. Conducted all responsibilities of operations of three elementary schools with an enrollment of 500 students.

1977-1980

**Grade Three Teaching Principal**, Sanford Public Schools, Sanford, ME. 04083

Taught third grade and administrated building issues for three years. Student body of 200 and staff of eleven.

1976-1977

**Special Education Teacher Aide**, MSAD#71, Kennebunk, ME. 04043

Conducted duties as a teacher aide in special education. Worked independently with 30-35 students per week.

1974-1976

**Co-owner of Goulet & Greenleaf Construction**. Owned and operated a construction firm in southern Maine. Built, remodeled & painted houses.

1975

**Real Estate Agent for Maine Shore Realty**, Pine Point, Scarborough, ME.

1967-1974

**Co Owner of New England Student Painters Association**, a student operated painting business in Massachusetts, painting about 25 houses each summer.

## Education Background

**Doctorate:** Vanderbilt University, 1982. Educational Administration.  
Dissertation on "*Change and Decision Making.*"

**Advanced Coursework:** Appalachian State, N.C.(33 credits) and UMO, ME.  
(6 credits) A variety of courses on learning, economics, change, education,  
curriculum and management.

**Masters:** U.S.M., 1980. Education.

**Bachelors:** Nasson College, 1974. Psychology.

## Other Related Experiences

**Professional Speaker:** Keynoted/lead seminars for 50+ meetings per year for five years before going full time (90+ meetings per year) in August of 1990.

**Author:**

Eight books: Topics are outlined above. Also, I have authored articles in newspapers and regional journals as well as statewide education newsletters.

Two "double-cassette" tape albums: one on Self-esteem and another on Creating an Inviting Business.

One "21st Century Learning Network" newsletter of which I am co-author.

**Board Member:**

- Maine State Adult Education Advisory Board
- Waterville Adult & Community Education Advisory Board
- Maine Council for Vocational Education
- 

## Miscellaneous

**Extra-curricular:**

Sailing, swimming, boating, wally-ball, volleyball, skiing, yearbook, gardening, dancing, hockey, baseball... and most that comes along!

Involved as a parent with the Dolphins (Boys/girls Club) Swim Team, Little League, and YMCA Youth Soccer.

Captain of the Varsity Hockey Team: Nasson College, 1974

**"On-the-side"** -- Coached hockey (squirts through high school varsity), Coached youth soccer, ran a painting business, worked in a florist shop, waited tables, was a caretaker and worked in an ice hockey arena.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2011

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 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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Joyce Dunlap	
Infantine Insurance Inc.		<b>PHONE (A/C, No, Ext):</b> 603-669-0704	<b>FAX (A/C, No):</b> 603-669-6831
P. O. Box 5125		<b>E-MAIL ADDRESS:</b> joyce@infantine.com	
Manchester NH 03108		<b>PRODUCER CUSTOMER ID #:</b> 00009035	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Southeastern Regional Education Service Center		INSURER a: <b>Netherlands Insurance</b> NAIC # <b>24171</b>	
29 Commerce Dr.		INSURER b: <b>General Star Indemnity Company</b>	
Bedford NH 03110		INSURER c: <b>Excelsior Insurance</b> NAIC # <b>11045</b>	
		INSURER d:	
		INSURER e:	
		INSURER f:	

**COVERAGES** CERTIFICATE NUMBER: 2011/2012 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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP9326199	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CBP9326199	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						Hired Physical Damage \$ 50,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Hired Physical Damage \$ 50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			IUG367377L	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC9324899	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
It is agreed and understood that the NH Department of Education is included as additional insured on General Liability when required by written contract.

**CERTIFICATE HOLDER**

**CANCELLATION**

NH Department of Education 101 Pleasant St. Concord, NH 03301	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  Paul Sullivan/BJM <i>Paul Sullivan</i>

**SOUTHEASTERN REGIONAL EDUCATION  
SERVICE CENTER, INC.  
FINANCIAL STATEMENTS  
BEDFORD, NEW HAMPSHIRE  
JUNE 30, 2011**

  
Mulrennan  
Rugg  
and  
Company, P.C.

CERTIFIED PUBLIC ACCOUNTANT  
88 Nashua Road, Londonderry, NH 03053  
Tel. 603-434-6141 Fax 603-434-0212

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**Independent Auditors' Report**

**Board of Directors  
Southeastern Regional Education  
Service Center, Inc.  
Bedford, New Hampshire**

We have audited the accompanying statements of financial position of Southeastern Regional Education Service Center, Inc. (the Center) (a non-profit organization) as of June 30, 2011 and 2010 and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Center's management. Our responsibility is to express an opinion on these financial statements based on our audits .

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 22, 2011, on our consideration of the Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audits were conducted for the purpose of forming an opinion on the financial statements of Southeastern Regional Education Service Center, Inc. as a whole. The statement of activities for the individual programs is presented for purposes of additional analysis and is not a required part of the financial statements of the Center. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also 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.

*Mulrennan, Rugg and Company, P.C.*

MULRENNAN, RUGG AND COMPANY, P.C.  
Certified Public Accountant

Londonderry, New Hampshire  
August 22, 2011



## STATEMENT OF FINANCIAL POSITION

JUNE 30, 2011 AND 2010

	2011	2010
<b>ASSETS (NOTE B &amp; C)</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 669,564	\$ 511,238
Certificates of deposit	322,951	318,202
Accounts receivable	978,869	840,714
Prepaid expenses	17,371	22,729
Restricted cash - Bond Fund	152,889	149,240
	<hr/>	<hr/>
Total Current Assets	2,141,644	1,842,123
<b>BUILDINGS AND EQUIPMENT</b>		
Land, buildings and improvements	8,365,095	8,350,585
Office and educational equipment	1,226,629	1,181,466
	<hr/>	<hr/>
Total Buildings and Equipment	9,591,724	9,532,051
Accumulated Depreciation	(2,604,148)	(2,367,776)
	<hr/>	<hr/>
Net Buildings and Equipment	6,987,576	7,164,275
<b>OTHER ASSETS</b>		
Restricted cash - Handicap fund	19,607	22,376
Deposits	1,120	492
	<hr/>	<hr/>
Total Other Assets	20,727	22,868
	<hr/>	<hr/>
<b>TOTAL ASSETS</b>	<b>\$ 9,149,947</b>	<b>\$ 9,029,266</b>
	<hr/> <hr/>	<hr/> <hr/>

See independent auditors' report and notes to the financial statements.

**SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.**

**STATEMENT OF FINANCIAL POSITION**

**JUNE 30, 2011 AND 2010**

	2011	2010
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 367,022	\$ 179,518
Deferred revenue (Note B)	90,408	57,628
Security deposits	11,400	15,500
Current maturities of long-term debt (Note D)	180,000	170,000
	<hr/>	<hr/>
Total Current Liabilities	648,830	422,646
	<hr/>	<hr/>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current maturities (Note D)	4,815,000	4,995,000
	<hr/>	<hr/>
Total Liabilities	5,463,830	5,417,646
	<hr/>	<hr/>
<b>NET ASSETS</b>		
Unrestricted	3,661,848	3,589,243
Temporarily restricted	24,269	22,377
	<hr/>	<hr/>
Total Net Assets	3,686,117	3,611,620
	<hr/>	<hr/>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 9,149,947</b>	<b>\$ 9,029,266</b>
	<hr/> <hr/>	<hr/> <hr/>

See independent auditors' report and notes to the financial statements.

## STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2011 AND 2010

UNRESTRICTED NET ASSETS	2011	2010
<b>Revenues</b>		
School districts, state grants and other sources	\$ 7,428,565	\$ 7,308,750
<b>Net assets released from restrictions</b>		
Restrictions satisfied by payments	2,789	10,108
<b>Total unrestricted revenues</b>	<u>7,431,354</u>	<u>7,318,858</u>
<b>Expenditures</b>		
Salaries	3,080,943	3,184,992
Contract services	1,900,325	1,725,035
Employee benefits	893,665	924,982
Supplies	394,852	366,126
Interest expense	249,275	257,058
Depreciation	236,372	237,742
Repairs and maintenance	175,946	168,174
Travel	115,906	122,532
Utilities	106,809	110,422
Communications	75,748	98,177
Insurance	40,679	37,405
Rentals	36,396	38,261
Professional fees	17,997	17,775
Miscellaneous	12,589	11,535
Equipment	12,000	5,760
Advertising	9,247	8,490
Indirect costs	-	-
<b>Total Expenditures</b>	<u>7,358,749</u>	<u>7,314,466</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	<b>72,605</b>	<b>4,392</b>
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Interest income	20	14
Contributions - Scholarship fund	4,661	-
Net assets released from restrictions satisfied by payments	(2,789)	(10,108)
<b>DECREASE IN TEMPORARILY RESTRICTED ASSETS</b>	<u>1,892</u>	<u>(10,094)</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>74,497</b>	<b>(5,702)</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<u>3,611,620</u>	<u>3,617,322</u>
<b>NET ASSETS AT END OF YEAR</b>	<u><u>\$ 3,686,117</u></u>	<u><u>\$ 3,611,620</u></u>

See independent auditors' report and notes to the financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

STATEMENT OF CASH FLOW

FOR THE YEARS ENDED JUNE 30, 2011 AND 2010

	2011	2010
<b>OPERATING ACTIVITIES</b>		
Increase (decrease) in Net Assets	\$ 74,497	\$ (5,702)
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation	236,372	237,742
Reinvestment of interest earnings	(4,749)	(8,436)
(Increase) decrease in operating assets:		
Accounts receivable	(138,155)	141,049
Prepaid expenses	5,358	(12,183)
Restricted cash	(880)	12,615
Deposits	(628)	(492)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	183,404	34,852
Deferred revenue	32,780	(117,350)
Net cash provided by (used in) operating activities	387,999	282,095
<b>INVESTING ACTIVITIES</b>		
Payments for the purchase of property and equipment	(59,673)	(38,156)
Net cash provided by (used in) investing activities	(59,673)	(38,156)
<b>FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(170,000)	(170,000)
Net cash provided by (used in) financing activities	(170,000)	(170,000)
<b>INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>158,326</b>	<b>73,939</b>
<b>CASH AND CASH EQUIVALENTS - BEGINNING</b>	<b>511,238</b>	<b>437,299</b>
<b>CASH AND CASH EQUIVALENTS - ENDING</b>	<b>\$ 669,564</b>	<b>\$ 511,238</b>
<b>Supplemental Disclosures:</b>		
Interest paid	\$ 251,391	\$ 257,120

See independent auditors' report and notes to the financial statements.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011

**NOTE A – NATURE OF OPERATIONS**

Southeastern Regional Education Service Center, Inc. ("Center") located in Bedford, New Hampshire provides education services to local school districts and educators throughout New Hampshire. The Center is a non-profit corporation and is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

The major sources of revenues for the Center's services are state and Federal revenues and tuition from local school districts. The Center's two major programs are On-site Evaluation and New Hampshire Succeeds.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

**Financial statement presentation** - The Center has presented its financial statements in accordance with generally accepted accounting principles for not-for-profit organizations. Under this guidance, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition the Center is required to present a statement of cash flows.

**Contributions** - Under generally accepted accounting principles for not-for-profit organizations, contributions received are recorded as restricted, temporarily restricted or permanently restricted support depending on the existence and/or nature of any donor restrictions.

**Cash Equivalents**: All highly liquid debt instruments purchased with a maturity of three months or less are considered cash equivalents.

**Concentration of Credit Risk** - At June 30, 2011 cash in a local bank exceeds the \$250,000 Federal insured deposit liability limit by \$377,937.

**Accounts receivable** - Management has reviewed the accounts receivable and determined the balances to be fully collectible.

**Restricted cash** - Restricted cash of \$19,607 is cash held for NH Handicap Assistance Loan Guarantee Program in the Center's capacity as the fiscal agent.

There are monies held by the Bank of New York in the amount of \$152,889 that is available for the payment of bond principal and interest.

**Building and equipment** - Building and equipment are recorded at cost. Depreciation is computed on the straight line method over the useful lives of the assets.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2011

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred income - Deferred income of \$90,408 is comprised of funds received prior to June 30, 2011 for services to be rendered in the next fiscal year.

Advertising - Advertising costs are expensed when incurred.

Rent and indirect costs - Credits of \$139,145 and \$87,260 under the SERESC Local Program represent building rent and indirect costs that have been internally charged to other funds.

Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE C - CERTIFICATES OF DEPOSIT

The center has four certificates of deposit each with a one year term. All deposits will be maturing currently. The interest rates on the deposits ranged from .995% to 1.14% for the year ending June 30, 2011.

NOTE D - LONG-TERM DEBT

Long-term debt at June 30, 2011 is comprised of the following:

Note Payable, New Hampshire Health and Education Facilities Authority, \$5,500,000, annual principal payments plus interest at 3.95%, collateralized by real estate, final maturity November 2036. \$ 4,995,000

Less: current portion 180,000

Long-term debt, net of current \$ 4,815,000

Maturities of long-term debt at June 30, are as follows:

<u>June 30,</u>	<u>Amount</u>
2012	\$180,000
2013	190,000
2014	200,000
2015	210,000
2016	225,000

**SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2011**

**NOTE E - COMPENSATED ABSENCES**

Certain employees of the organization are entitled to paid vacation, holiday, sick and personal days off, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences regarding sick and personal days, and, accordingly, no liability has been recorded for these items in the financial statements. The company's policy is to accumulate all vacation and holidays earned and to recognize the costs of sick and personal day compensated absences when actually paid to employees.

**NOTE F - PENSION PLAN**

The Center has in effect a pension plan under section 403(b) of the Internal Revenue Code. Elective salary deferrals are made by participating employees. After one year of service employee contributions are eligible for matching by the Center up to a maximum of \$2,000. The matching contributions are at the discretion of the employer. The total employer contribution for the years ending June 30, 2011 and 2010 was \$78,048 and \$67,484, respectively.

The Center also has in effect a deferred compensation plan under section 457(b) of the Internal Revenue Code. Elective salary deferrals are made by eligible participating employees. The employer does not make any non-elective contributions to the plan.

**NOTE G - NOTE PAYABLE BANK**

The center has available a \$500,000 line of credit with interest at the prime rate less 1/4 %. The outstanding balance at June 30, 2011 and 2010 was \$0.

**NOTE H - LETTER OF CREDIT**

The Center has a \$5,500,000 Letter of Credit Reimbursement Agreement which was issued by Ocean National Bank. Security for the letter of credit is substantially all business assets.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT  
AUDITING STANDARDS**

**Board of Directors  
Southeastern Regional Education  
Service Center, Inc.  
Bedford, New Hampshire**

We have audited the financial statements of Southeastern Regional Education Service Center, Inc. (the Center) (a non-profit organization) as of and for the year ended June 30, 2011, and have issued our report thereon dated August 22, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Center's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.



**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Center's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors, management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

  
MULRENNAN, RUGG AND COMPANY, P.C.  
Certified Public Accountant

Londonderry, New Hampshire  
August 22, 2011

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT  
COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH  
OMB CIRCULAR A-133**

To the Board of Directors  
Southeastern Regional Education  
Service Center, Inc.  
Bedford, New Hampshire

**Compliance**

We have audited Southeastern Regional Education Service Center, Inc.'s (The Center) compliance with the types of compliance requirements described in the OMB *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Center's major federal programs for the year ended June 30, 2011. The Center's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of The Center's management. Our responsibility is to express an opinion on the Center's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test, basis evidence about The Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of The Center's compliance with those requirements.

In our opinion, The Center complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2011.

**Internal Control Over Compliance**

The management of The Center is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered The Center's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance*, is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Mulrennan, Rugg and Company, P.C.*  
MULRENNAN, RUGG AND COMPANY, P.C.  
Certified Public Accountant

Londonderry, New Hampshire  
August 22, 2011

## SCHEDULE OF FEDERAL FINANCIAL ASSISTANCE AWARDS

FOR THE YEAR ENDED JUNE 30, 2011

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Federal Expenditures</u>
<b>U.S. Department of Education:</b>			
<b>Pass-through program from</b>			
<b>New Hampshire Department of Education:</b>			
On-Site Evaluation	84-027D	92629	\$734,918
Preschool Technical Assistance Network	84-027D	92630	176,707
NH Responds	84-323A	92900	249,855
Fund for the Improvement of Education	84-215H		78,890
<b>Pass-through program from</b>			
<b>New Hampshire Department of Health and Human Services:</b>			
Section 619 of IDEA Reauthorization 1997	84-173		22,000
Special Education Grants for Infants and Families with Disabilities	84-181A		6,000
Title I	84-010		26,059
<b>Total U.S. Department of Education</b>			<u>1,294,429</u>
<b>U.S. Department of Health and Human Services:</b>			
<b>Pass-through program from</b>			
<b>New Hampshire Department of Health and Human Services:</b>			
Child Care & Development	93-575		165,597
Headstart Collaboration	93-600		6,000
Speech and Language Services	93-994		50,247
Maternal and Child Health	93-994		2,940
Promoting Safe and Healthy Families	93-556		5,000
Maternal and Child Health (ECCS)	93-110		2,400
<b>Total U.S. Department of Health and Human Services</b>			<u>232,184</u>
<b>Total Expenditures of Federal Awards</b>			<u>\$1,526,613</u>

## NOTE A-BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Southeastern Regional Education Service Center, Inc. under programs of the federal government for the year ended June 30, 2011. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Because the Schedule presents only a selected portion of the operations of Southeastern Regional Education Service Center, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southeastern Regional Education Service Center, Inc.



**SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2011**

Dollar threshold used to distinguish  
Between Type A and Type B programs:     \$300,000

Auditee qualified as low-risk auditee?                     X yes    \_\_\_ no

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**Section II – Financial Statement Findings**

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No matters were reported.

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**Section III – Federal Award Findings and Questioned Costs**

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No matters were reported.

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**OTHER FINANCIAL INFORMATION**

\* \* \* \* \*

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
 STATEMENT OF ACTIVITIES FOR THE INDIVIDUAL PROGRAMS  
 FOR THE YEAR ENDED JUNE 30, 2011

	Overall Totals	Local Programs 00	Scholarship Fund	Handicap Loan Fund 01	Brentwood School 02	Speech/ Language Services 03
Program Revenue	\$7,433,246	\$261,164	\$4,661	\$20	\$1,086,263	\$332,973
Expenditures						
Salaries	3,080,943	261,821			538,658	119,845
Contract services	1,900,325	113,027			8,406	76,441
Employee benefits	893,665	37,395			115,656	35,890
Supplies	394,852	82,604		2,789	17,145	1,727
Interest expense	249,275	249,275				
Depreciation	236,372	236,372				
Repairs and maintenance	175,946	120,282			28,304	
Travel	115,906	5,225			2,129	11,295
Utilities	106,809	85,285			21,524	
Communications	75,748	34,236			14,499	1,280
Insurance	40,679	34,679			6,000	
Rentals	36,396	(139,145)			174,475	
Professional fees	17,997	17,997				
Miscellaneous	12,589	2,911				
Equipment	12,000					
Advertising	9,247	1,088			26	
Indirect costs	0	(87,260)				
Total expenditures	7,358,749	1,055,792	0	2,789	926,822	246,478
INCREASE/(DECREASE) IN NET ASSETS	\$74,497	(\$794,628)	\$4,661	(\$2,769)	\$159,441	\$86,495



SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
 STATEMENT OF ACTIVITIES FOR THE INDIVIDUAL PROGRAMS  
 FOR THE YEAR ENDED JUNE 30, 2011

	Preschool Coordinator 04	Vision Services 05	Various Consulting	In-House Projects	Professional Development Center 26	PTAN District Resources 31	DHHS/ DCYF 38
Program Revenue	\$15,543	\$469,092	\$2,648,277	\$5,580	\$945,747	\$4,480	\$165,59
Expenditures							
Salaries	12,462	237,960	1,317,775	827	343,246		58,48
Contract services		170	559,603	12,682	54,804	3,291	49,66
Employee benefits	(16,893)	79,371	450,158	14,096	58,728		37,36
Supplies		1,227	9,847	19	256,944	1,079	50
Interest expense							
Depreciation							
Repairs and maintenance				22,364	4,996	110	5,61
Travel		12,327	19,302		(1,560)		
Utilities		2,476	2,913	762	11,551		1,70
Communications							
Insurance					1,066		
Rentals					8,548		
Professional fees							
Miscellaneous			1,130				
Equipment			1,078		7,055		
Advertising							
Indirect costs	(25,357)						12,26
Total expenditures	(29,788)	333,531	2,361,806	50,750	745,378	4,480	165,59
INCREASE/(DECREASE) IN NET ASSETS	\$45,331	\$135,561	\$286,471	(\$45,170)	\$200,369	\$0	\$

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.  
STATEMENT OF ACTIVITIES FOR THE INDIVIDUAL PROGRAMS  
FOR THE YEAR ENDED JUNE 30, 2011

	DCYF 2009-2010	On-Site	Rochester Master Grant	PTAN DOE	Ready For School Success	NH Responds
	Part 3	72	79	81	85	93
Program Revenue	\$64,898	\$734,918	\$188,581	\$176,707	\$78,890	\$249,855
Expenditures						
Salaries		78,824	22,335	58,320	1,656	28,728
Contract services	54,565	492,730	140,604	68,529	73,335	192,470
Employee benefits		39,926	4,223	29,550		8,205
Supplies	2,816	10,000	3,571	2,426	892	1,266
Interest expense						
Depreciation						
Repairs and maintenance						
Travel	2,072	48,350	7,020	3,310	709	
Utilities						
Communications	1,520	2,650		1,483		678
Insurance						
Rentals						
Professional fees						
Miscellaneous		8,000	4,000			
Equipment						
Advertising	5,190	54,438	6,828	13,089	2,298	18,508
Indirect costs						
Total expenditures	66,163	734,918	188,581	176,707	78,890	249,855
INCREASE/(DECREASE) IN NET ASSETS	(\$1,265)	\$0	\$0	\$0	\$0	\$0

