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Virginia M. Barry, Ph.D.
Commissioner of Education
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Paul K. Leather
Deputy Commissioner of Education
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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

April 15, 2014

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

Sole Source

Requested Action

- 1.) Authorize the New Hampshire Department of Education to exercise two years of a renewal option to a **Sole Source** contract with North Country Education Services, Gorham, NH (Vendor Code 154707), originally approved by Governor & Council on May 1, 2013 (item #81D), to continue to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period effective July 1, 2014 through June 30, 2016 in an amount not to exceed \$146,000.00. **100% Federal funds.**

Funding is available in account titled State Program Implementation pending legislative approval of the next biennium budget, as follows:

	<u>FY2015</u>	<u>FY2016</u>
06-056-56-562510-41070000-102-500731 Contracts for Program Services	\$73,000.00	\$73,000.00

- 2.) Authorize the Department of Education to exercise a renewal option on this contract for one additional fiscal year, pending legislative approval of the next successive biennial budget, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject to Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. This request is **sole** source because New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED Foundation. Therefore, no competitive bid process was established.

The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology.

These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

North Country Education Services (NCES) is an educational service provider for the northern region of the State providing professional development and other educational services. NCES already provides high quality professional development to their region thus adding a focus on college and career readiness training to their offerings to enhance the supports and services provided to northern LEAs and families. Therefore, North Country Education Services, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

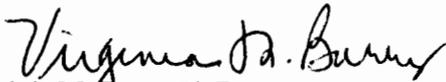
- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Leadership Team (LT) and Evaluation Work Group
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH Leadership Team (LT) with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary
- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

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The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



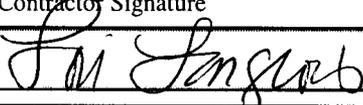
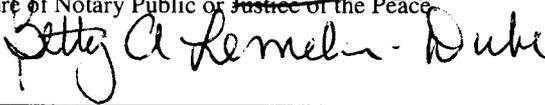
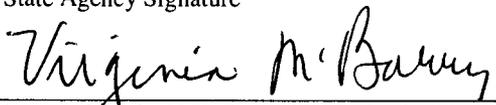
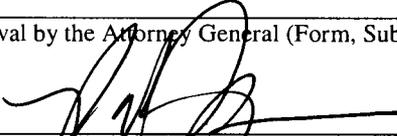
Virginia M. Barry, Ph.D.
Commissioner of Education

Subject: NH SPDG Regional Intermediary to Provide Training and TA to LEAs FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>North Country Education Services</u>		1.4 Contractor Address <u>300 Gorham Hill Road, Gorham, NH 03581</u>	
1.5 Contractor Phone Number <u>(603) 466-5437</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>146,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Special Education</u>		1.10 State Agency Telephone Number <u>(603) 271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Lori Langlois, Executive Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cous</u> On <u>Feb 12, 2014</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  [Seal]		BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires November 17, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
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:  On: <u>4/28/14</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.

Contractor Initials *JS*
Date 2/12/14

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 *JJ*
Date 2/12/14

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.

EXHIBIT A

Scope of Services

North Country Education Services, as a regional intermediary, will develop and provide training and technical assistance to Local Education Agencies (LEAs) in their region under the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives, activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
 - Support the development of local Transition CoP
 - Coordination of PD training and coaching at regional intermediary
- Participate in the NSNH Leadership Team (LT) and relevant Work Group (WG) Meetings
- Assist NSNH LT with the LEA recruitment
- Serve as trainers and coaches for up to 3 LEAs implementing project strategies (with varying degrees of duration and intensity based on school implementation level):
 - Review LEA current transition practices, and develop and implement a PD plan that will impact the local need
 - Meet frequently with LEA transition liaisons to review the LEA PD plans, as well as fostering ongoing contact to stay in close communication
 - Support family engagement training
 - Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Collect training and coaching implementation data, and intervention fidelity data
- Assist the Evaluation WG in the development of fidelity instruments
- Contribute training and coaching materials, evaluation instruments and assessments, and resource materials to be posted on the Transition Resource Portal and the NHDOE Networks
- Participate in training on how to use the Transition Resource Portal and the NIIDOE Networks for training and coaching with LEAs

Initials: *JJ*
Date: 2/12/14

EXHIBIT B

Estimated Budget

Budget (through June 30, 2016)

Account Number: 06-056-56-5625210-41070000-102-500731

	<u>FY2015</u>	<u>FY2016</u>
<u>Personnel</u>		
Personnel	\$48,600	\$48,600
Fringe Benefit	\$ 4,536	\$ 4,536
Travel	<u>\$ 4,240</u>	<u>\$ 4,240</u>
Total Personnel	\$57,376	\$57,376
Supplies	\$ 312	\$ 312
Contractual	\$ 9,565	\$ 9,565
Other		
Equipment	\$ 0	\$ 0
Phone	\$ 240	\$ 240
Copying	\$ 100	\$ 100
Data	<u>\$ 0</u>	<u>\$ 0</u>
Total Other	\$ 340	\$ 340
Total Direct Costs	\$ 67,593	\$67,593
Indirect costs 8.0% of total direct costs	<u>\$ 5,407</u>	<u>\$ 5,407</u>
Total Contract	\$ 73,000	\$73,000

Limitation of Price: This contract will not exceed \$146,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, 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 for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: *MS*
Date: *2/12/14*

EXHIBIT C
Special Provisions

none

Initials: *ll*
Date: *02/2/14*

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 North Country Education Services Agency is a New Hampshire nonprofit corporation formed October 29, 1971. 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 12th day of February A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Annemarie Platt, Clerk/Secretary of North Country Education Services do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on October 17, 1996, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

The Board of Directors may authorize any officer or officers, or any employee in conjunction with one or more officers, in the name of and on behalf of the corporation to enter into any contract or execute and deliver any instrument or sign checks, drafts, or other orders for payment of money or notes or other evidence of indebtedness, and such authority may be general or it may be confined to specific instances; and unless specifically authorized by the Board of Directors, no officer or Director shall have the power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render if financially liable for any purpose or in any amount.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on June 18, 2013.

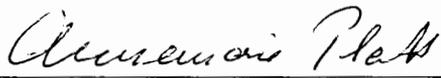
That Lori Langlois, Executive Director of North Country Education Services, is hereby authorized to enter into a contract/agreement with the State of New Hampshire, through its Department of Education

- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Carl Ladd President
Corine Cascadden Vice President
Annemarie Platt Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 13th day of February 20 14.

(Corporate Seal if any)


 Clerk/Secretary

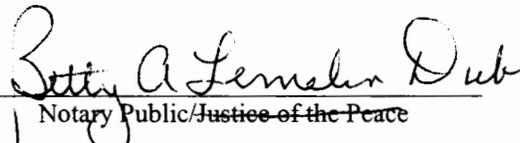
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On Feb. 12, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


 Notary Public/Justice of the Peace

NORTH COUNTRY EDUCATION SERVICES AGENCY

FINANCIAL STATEMENTS AND
SUPPLEMENTARY SCHEDULES
With Independent Auditor's Reports Thereon

June 30, 2013 and 2012

NORTH COUNTRY EDUCATION SERVICES AGENCY

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The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

To the Members of the Board of Directors and Management
North Country Education Services Agency

Report on the Financial Statements. We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

Auditor's Responsibility. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance auditing standards that are 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 audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the North Country Education Services Agency, as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other reporting required by *Government Auditing Standards*. In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2013 on our consideration of North Country Education Services Agency's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, 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* in considering the Academy of Applied Science's internal control over financial reporting and compliance.

Paul J. Mercier, Jr. cpa for

The Mercier Group, *a professional corporation*
Canterbury, New Hampshire
November 7, 2013

Financial Statements

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Financial Position

June 30, 2013 and 2012

All numbers are expressed in USA Dollars

	2013	2012
ASSETS		
CURRENT ASSETS		
Cash	7,470	3,585
Investments	369,124	283,637
Accounts receivable	153,075	174,589
Prepaid expenses	7,573	-
	537,242	461,811
RESTRICTED CASH	22,608	22,608
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	249,616	335,161
Less: accumulated depreciation	(561,485)	(617,548)
	333,098	362,580
	892,948	846,999
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Line of credit	-	31,725
Current maturities of long-term debt:		
Mortgage Note Payable	15,203	14,319
Accounts payable	10,073	7,065
	25,276	53,109
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	114,965	130,168
	140,241	183,277
NET ASSETS		
Unrestricted:		
Board designated for building improvements	-	32,707
Undesignated:		
Net investment in property & equipment	202,930	218,093
Available to operations	325,565	340,746
Temporarily restricted:		
For loan guarantees	22,608	22,608
For program purposes	201,604	49,568
	752,707	663,722
	892,948	846,999

See accompanying notes to the financial statements.

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2013 and 2012

All amounts are expressed in USA Dollars

	2013			2012		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Federal grants		748,594	748,594		188,364	188,364
State grants		25,308	25,308		-	-
Local government agencies		198,635	198,635		201,412	201,412
Other non-profit agencies		193,981	193,981		71,481	71,481
Corporate donations		-	-		-	-
Program service revenue	1,201,490		1,201,490	1,132,342		1,132,342
Member assessments	92,753		92,753	87,837		87,837
Net assets released from restriction:						
Satisfaction of program restrictions	1,014,482	(1,014,482)	-	485,533	(485,533)	-
	2,308,725	152,036	2,460,761	1,705,712	(24,276)	1,681,436
OPERATING EXPENSES						
Program Services:						
NCES Programs	1,033,148		1,033,148	1,240,033		1,240,033
Distance Learning	105,807		105,807	-		-
NH Children in Nature			-	15,293		15,293
Adult Learner Services	133,214		133,214	135,649		135,649
ABE College Transitions	6,323		6,323	6,251		6,251
Migrant	59,955		59,955	52,715		52,715
Jane's Trust	96,693		96,693	-		-
SI, TA & PD Initiative	141,886		141,886	-		23,732
GLOBE	1,370		1,370	23,732		-
COOS Teachers Tillotson	48,818		48,818	5,660		5,660
Film Festival	10,236		10,236	4,468		4,468
NCCA TEPD for Health	536		536	-		-
Coos Teachers FY'11	-		-	36,758		36,758
RTI	-		-	17,738		17,738
Collaboration	42,707		42,707	28,573		28,573
USDA Equipment	365,951		365,951	-		-
Summer Summit Initiative	12,879		12,879	4,493		4,493
Migrant 2	39,897		39,897	-		-
Roy Foundation			-	2,200		2,200
SAHE	89,691		89,691	90,258		90,258
TLC	-		-	56,935		56,935
Next Steps NH	25,308		25,308	-		-
NASA/UCAR	2,979		2,979	-		-
	2,217,398	-	2,217,398	1,720,756	-	1,720,756
Support services:						
Management and general	206,080		206,080	242,851		242,851
	2,423,478	-	2,423,478	1,963,607	-	1,963,607
NET OPERATING INCOME(LOSS)	(114,753)	152,036	37,283	(257,895)	(24,276)	(282,171)
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income(loss)	51,702		51,702	14,832		14,832
	51,702	-	51,702	14,832	-	14,832
CHANGE IN NET ASSETS	(63,051)	152,036	88,985	(243,063)	(24,276)	(267,339)
NET ASSETS - BEGINNING	591,546	72,176	663,722	834,609	96,452	931,061
NET ASSETS - ENDING	528,495	224,212	752,707	591,546	72,176	663,722

See accompanying notes to the financial statements.

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2013 and 2012

Amounts are expressed in USA Dollars

	2013			2012		
	Regular	Management	Total	Regular	Management	Total
	Educational Programs	and General		Educational Programs	and General	
EXPENSES						
Salaries and other compensation	860,933	131,989	992,922	791,105	159,067	950,172
Payroll taxes	70,838	11,420	82,258	62,959	13,108	76,067
Employee benefits	242,003	26,060	268,063	262,840	31,885	294,725
Staff development	1,299	-	1,299	21,788	-	21,788
Contracted services	348,528	6,200	354,728	254,213	5,800	260,013
Occupancy	35,700	8,478	44,178	36,396	8,840	45,236
Administrative expenses	74,650	6,240	80,890	62,004	6,072	68,076
Travel	40,041	2,477	42,518	38,493	3,738	42,231
Materials & supplies	137,910		137,910	137,116	-	137,116
Non-depreciable Equipment	365,622		365,622	10,802	-	10,802
Depreciation	33,431	11,144	44,575	36,182	12,061	48,243
Interest	6,443	2,072	8,515	6,858	2,280	9,138
	2,217,398	206,080	2,423,478	1,720,756	242,851	1,963,607

See accompanying notes to financial statements.

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Cash Flows
For the Fiscal Years Ending June 30, 2013 and 2012

All amounts are expressed in USA Dollars

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess (deficiency) of public support and revenues over (under) expenditures	88,985	(267,339)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	44,575	48,243
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	21,514	(36,911)
Prepaid expenses	(7,573)	50
Increase (decrease) in liabilities:		
Accounts payable	3,008	752
	150,509	(255,205)
CASH FLOWS FROM INVESTING ACTIVITIES		
Net (Purchase)Disposal of Fixed Assets	(15,093)	-
Net (Purchases)Sale of Investments	(85,487)	21,271
	(100,580)	21,271
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase(decrease) in line of credit	(31,725)	31,725
Principal payments - mortgage notes	(14,319)	(13,485)
	(46,044)	18,240
NET INCREASE (DECREASE) IN CASH	3,885	(215,694)
CASH - BEGINNING	26,193	241,887
CASH - ENDING	30,078	26,193
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	8,515	9,907

See accompanying notes to the financial statements.

**Single Audit Reports
and Schedules**

The Mercier Group

a professional corporation

*INDEPENDENT AUDITOR'S REPORT ON SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133*

To the Members of the Board of Directors and Management
North Country Education Services Agency

We have audited the financial statements of the North Country Education Services Agency as of and for the year ended June 30, 2013, and have issued our report there on dated November 7, 2013, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the North Country Education Services Agency's basic financial statements. The Accompanying Schedule of Expenditures of Federal Awards, as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* is presented for purposes of additional analysis and is not a required part of the basic 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. This information has been subjected to the auditing procedures applied in the audit of the basic 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 in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly presented in all material respects in relation to the financial statements taken as a whole.

Paul J. Mercier, Jr. cpa for

The Mercier Group, *a professional corporation*
Canterbury, New Hampshire
November 7, 2013

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON THE 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

To the Members of the Board of Directors and Management
North Country Education Services Agency

We have audited, 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, the financial statements of the North Country Education Services Agency as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Academy of Applied Science's basic financial statements, and have issued our report thereon dated November 7, 2013.

Internal Control Over Financial Reporting. In planning and performing our audit of the financial statements, we considered the North Country Education Services Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances 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 Academy of Applied Science's internal control. Accordingly, we do not express an opinion on the effectiveness of the North Country Education Services Agency'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. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies or material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters. As part of obtaining reasonable assurance about whether the North Country Education Services Agency'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*.

Purpose of this Report. The purpose of this is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Paul J. Mercier Jr., CPA for

The Mercier Group, a professional corporation

Canterbury, New Hampshire

November 7, 2013

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

To the Members of the Board of Directors and Management
North Country Education Services Agency

Report on Compliance for Each Major Federal Program. We have audited the North Country Education Services Agency's 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 North Country Education Services Agency's major federal programs for the year ended June 30, 2013. The North Country Education Services Agency'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 management. Our responsibility is to express an opinion on North Country Education Services Agency's compliance based on our audit.

Management's Responsibility. Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility. Our responsibility is to express an opinion on compliance for each of the North Country Education Services Agency's major federal programs based on our audit of the types of compliance requirements referred to above. 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, *Audits of State and 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 North Country Education Services Agency'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 on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Education Services Agency's compliance.

Opinion on Each Major In our opinion, North Country Education Services Agency complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Internal Control Over Compliance. Management of the North Country Education Services Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the North Country Education Services Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 Academy of Applied Science Inc.'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 a 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. *A significant deficiency in internal control over compliance* is a

deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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 material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we considered to be *material weaknesses*. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Paul J. Mercier Jr., CPA for

The Mercier Group, a professional corporation

Canterbury, New Hampshire

November 7, 2013

Schedule I
NORTH COUNTRY EDUCATION SERVICES AGENCY
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2013

All amounts are expressed in USA Dollars

Federal grantor/Pass-through grantor/Program title	Federal CFDA Number	Pass-through Grantors Number	Program or Award Amount	Revenue & Expenditures Federal
U.S. Department of Agriculture				
Rural Utilities Service				
<i>Direct Grant</i>				
Distance Learning and Telemedicine Loans and Grants	10.855			
Distance Learning and Telemedicine - NH0702-B16		na	497,531	445,369
				<u>445,369</u>
National Aeronautics and Space Administration				
<i>Direct Grant</i>				
Education	84.215			
UCAR - NNX09AF27A/Z13-90449		na	40,970	2,979
				<u>2,979</u>
U.S. Department of Education				
<i>passed through the State of New Hampshire - Department of Education</i>				
Adult Education - State Administered				
Basic Grant Programs	84.002			
Adult Learner Services Program For Coos County		37403	137,849	133,214
Adult Education / Postsecondary Transitions for Coos County		37601	6,890	6,323
				<u>139,537</u>
Title I; Part C (Recovery Act)	84.011A			
Migrant 1		31000	60,000	59,955
Migrant 2		31001	40,000	39,897
				<u>99,852</u>
<i>sub-award of Plymouth State University</i>				
Adult Basic Education	84.367			
SAHE 06-56-56-563010-521830000-082-500599		63E 128-01	195,000	60,857
				<u>60,857</u>
				<u>748,594</u>

(*) Denotes a major program

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to the Schedule of Expenditures of Federal Awards

For the Fiscal Year Ended June 30, 2013

**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
USED IN PREPARING THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS**

BASIS OF PRESENTATION

The accompanying *Schedule of Expenditures of Federal Awards* includes the federal grant activity of North Country Education Services Agency and is presented on the accrual basis of accounting. Under this basis of accounting, revenues are recognized when they occur and expenditures are recorded when the related liability is incurred.

**RECONCILIATION OF THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS TO THE FINANCIAL STATEMENTS**

Expenditures of Federal awards in the financial statements include the following:

	<u>Federal Support</u>
Temporarily restricted funds released from restriction	\$ 1,014,482
Less:	
Nonfederal awards included above	<u>(345,306)</u>
Federal Awards expended per Schedule of Federal Awards	<u>\$ 669,176</u>

[See Exhibit B and the notes to the financial statements on page 12]

NORTH COUNTRY EDUCATION SERVICES AGENCY

Schedule of Findings and Questioned Costs

For the Fiscal Year Ended June 30, 2013

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not Considered to be material weaknesses? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not Considered to be material weaknesses? yes no

Type of auditor’s report issued on compliance for major program:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?

yes no

Identification of major program:

CFDA Number(s)
10.855

Name of Federal Program or Cluster
Distance Learning and Telemedicine Loans and Grants

Dollar threshold used to distinguish

Between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee? yes no

SECTION II – FINANCIAL STATEMENT FINDINGS:

No matters were identified which required reporting.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were identified which required reporting.

NORTH COUNTRY EDUCATION SERVICES AGENCY
Schedule of Prior Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2013

PRIOR AUDIT FINDINGS AND QUESTIONED COSTS:

Not Applicable – No prior findings and questioned costs were reported

NORTH COUNTRY EDUCATION SERVICES AGENCY
Corrective Action Plan
For the Fiscal Year Ended June 30, 2013

CORRECTIVE ACTION PLAN

Not Applicable – No current audit findings or questioned costs were reported

North Country Education Services

Jean Richards
Interim Superintendent
SAU #77-Finance Member

Cheryl Baker
Plymouth State University
Policy Member

Robert Bellavance
Member at Large

Paul Bousquet
Superintendent – SAU #20
Finance Member

Corinne Cascadden
Superintendent – SAU #3
Board VP, Personnel and Policy

Greg Corrigan
Representative- SAU #20

Harry Fensom
Superintendent - SAU #36

Greg Placy
SAU#7 Representative

Annemarie Platt
Member at Large- Personnel Member

Bernard Keenan
Member at Large
Personnel Member

Bruce Labs
Superintendent SAU #23 – Personnel Member

Carl Ladd
Superintendent SAU #58– Finance Member
Board President

Pierre Couture
Superintendent –SAU #35- Finance Member

Judy McGann
Superintendent- SAU #68-Policy Member

Deborah Stewart
Representative-WMCC-Berlin

Robert Mills
Superintendent - SAU #7– Finance Member

Kay Soucy
Member at Large
SAU #7

Kevin Shyne
Member at Large

The Board Members Serve without Compensation.

Principal Staff and Salaries

Personnel	Title	Salary FY15	Salary FY16	Full Time Equivalent
Sarah Parsons	Regional Intermediary Trainer/Coach	\$ 48,600	\$48,600	62.3 FTE

SARAH PARSONS

EDUCATIONAL PHILOSOPHY

As a special educator I endeavor to appreciate children's strengths, accommodate their weaknesses, and acknowledge the factors which influence their lives with the goal of creating an environment of mutual respect where students have the opportunity to be successful learners.

CERTIFICATION

- General Special Education State of New Hampshire
 - *HQT - Elementary Education*
- CPI
- Paraeducator II State of New Hampshire

EDUCATION

M.Ed. Curriculum and Instruction	Plymouth State University	2013
General Special Education (K-12) Teaching Credential		
Granite State College Post-Baccalaureate Teacher Education Program		2012
MA Educational Psychology	SFSU	ABD
BA Psychology	Mills College	1983

PROFESSIONAL DEVELOPMENT

Employment Counseling and Workplace Support (IOD – UNH)		2013
Futures Planning		2013
Read Write Gold		2013
Getting Organized with Michelle Garcia Winner		2012
Asperger Syndrome Connections with Tony Attwood		2012
MindUp		2012
Social Thinking Workshop with Michelle Garcia Winner		2012
Heinemann Leveled Literacy Intervention Seminar		2011
Supporting and Empowering Young People with Asperger Syndrome -- AANE		2010
Asperger Syndrome Connections		2010
Wrights Law Special Education Advocacy		2010
New Hampshire Responds Response to Intervention Training		2009

EDUCATIONAL EXPERIENCE

8/12 – Present **North Country Learning Center North Conway, NH**
Special Education Teacher/Case Manager

NCLC is a NHDOE approved special education school for students ages 8 – 21. Job responsibilities of the special education teacher/case manager include:

- Creating and implementing general education curriculum for all students.
- Create lessons and provide direct instruction in IEP lessons.
- Oversee 10 paraeducators as they implement lesson plans and daily activities for the students.
- Create FBAs and implement behavior plans for each student.
- Update IEPs, report progress on IEP goals, and drafting updated IEP goals as appropriate.
- Assessment and academic evaluations.
- Facilitate Social Skills groups.
- Futures Planning
- Create transition plans for 16-21 year-old-students.
- Supervise job coaches to ensure that they are providing adequate and appropriate support for transitioning students.
- Work with families to ensure that their concerns are being addressed for students in the school.

1/11 – 8/12 **Jackson Grammar School**
Special Education Teacher (ESY)

- Provide educational intervention to students in grades K – 6 according to IEP requirements.
- Provide educational intervention to at-risk students grades K-6 to address educational deficiencies.
- Collaborate with classroom teachers to facilitate student success.

Paraprofessional -- Regular Education and Special Education

- Responsibilities included writing workshops, guided reading group leadership, math instruction, response to intervention instruction, social studies groups, and science project work for grades K-6. Collaborated with special education staff to develop and implement IEPs. Taught social skills curriculum to specific students. Assisted in the development and implementation of a behavior plan. Participated in IEP meetings, co-taught, and assisted the staff in data analysis.

7/12 – 8/12 **Conway School District**
Special Education Teacher (Summer Program)

- Co-teach K-2 ESY program.

9/05 – 6/10 **Children Unlimited, Inc.**
Director, Family Connections at Children Unlimited Family Resource Center

- Case Management
- Educational Advocacy

- Education

4/96 – 11/97 **North of Market Family Child Care -- Lead Teacher**
3/95 – 4/96 **The Center for the Competent Child -- Teacher**

Chairman, SAU 9 Special Education Advisory Committee
Madison Elementary School RTI Task Force
Madison School Board
Madison Mustang Academy Advisory Board

REFERENCES

Anne L. Kebler	Director Special Education NCLC a.kebler@nclcnh.com
Pamela Stimpson	Director, Special Education, SAU 9 p.stimpson@sau9.org
Gayle Dembowski	Principal, Jackson Grammar School g.dembowski@sau9.org
Kristin Groves	K-1 Elementary Teacher, Jackson Grammar School k.groves@sau9.org
Margot Robert	4 th Grade Teacher, Jackson Grammar School m.robert@sau9.org
Melissa Grady	Paraeducator, Jackson Grammar School m.grady@sau9.org
Jackie Sparks	Director, Children Unlimited, Inc. children@childrenunlimitedinc.org
Gail Yalenezian	Pre-School Coordinator, SAU 9 g.yalenezian@sau9.org
Jacqueline Roberts	Principal, Crescent Lake Elementary School,

Item# 85D
G.C. Date 5/11/13



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

Paul 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

March 15, 2013

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

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with North Country Education Services, Gorham, NH (Vendor Code 154707) to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG), upon Governor and Council approval for the period effective May 1, 2013 through June 30, 2014 in an amount not to exceed \$109,500.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-102-500731	\$36,500.00	\$73,000.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition

practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED Foundation. Therefore, no competitive bid process was established.

North Country Education Services (NCES) is educational service provider for the northern region of the State providing professional development and other educational services. NCES already provides high quality professional development to their region thus adding a focus on college and career readiness training to their offerings to enhance the supports and services provided to northern LEAs and families. Therefore, North Country Education Services, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Leadership Team (LT) and Evaluation Work Group
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH LT with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
Page Three
March 15, 2013

- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

VMB/alj

Attachments

Subject:

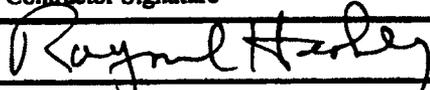
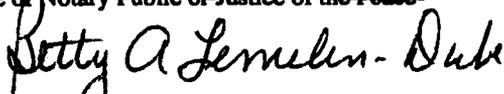
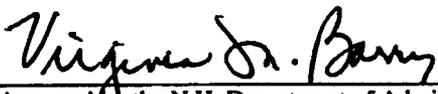
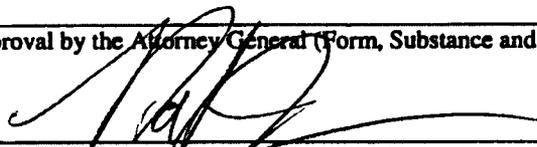
NH SPDG Regional Intermediary to Provide Training and TA to LEAs

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name North Country Education Services		1.4 Contractor Address 300 Gorham Hill Road, Gorham, NH 03581	
1.5 Contractor Phone Number (603) 466-5437	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation 109,500.00
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 		1.12 Name and Title of Contractor Signatory Raymond Healey, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coes</u> On <u>February 27, 2013</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  [Seal]		BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires November 17, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		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:  On: <u>2/11/13</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.

Contractor Initials PW
Date 2-26-13

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

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.

EXHIBIT A

Scope of Services

North Country Education Services, as a regional intermediary, will develop and provide training and technical assistance to Local Education Agencies (LEAs) in their region under the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives, activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Transition CoP
- Participate in the NH Leadership Team (LT) monthly meetings
- As part of NH LT, participate in Evaluation WG by attending monthly state-level coaching meetings.
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH LT with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Participate in NH LT and the Transition Planning work group to review LEA current transition practices, and develop and implement a PD plan that will impact the local need
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary
- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans
- Meet with LEA transition liaisons to review the LEA PD plans once months, as well as fostering ongoing contact to stay in close communication
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to be posted on Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

Initials: *RLH*
Date: *2-27-13*

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)

Account Number: 06-056-56-5625210-41070000-102-500731

	<u>FY2013</u>	<u>FY2014</u>
<u>Personnel</u>		
Personnel	\$15,600	\$54,600
Fringe Benefit	\$ 1,746	\$ 4,956
Travel	<u>\$ 1,920</u>	<u>\$ 3,040</u>
Total Personnel	\$19,266	\$62,596
Supplies	\$ 3,023	\$ 117
Contractual	\$ 8,633	\$ 3,380
Other	\$	\$
Equipment	\$ 2,500	\$ 0
Phone	\$ 135	\$ 540
Copying	\$ 90	\$ 360
Data	<u>\$ 150</u>	<u>\$ 600</u>
Total Other	\$ 2,875	\$ 1,500
Total Direct Costs	\$33,797	\$67,593
Indirect costs 8.0% of total direct costs	<u>\$ 2,703</u>	<u>\$ 5,407</u>
Total Contract	\$36,500	\$73,000

Limitation of Price: This contract will not exceed \$109,500.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, 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 for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

RLA
2-27-13

Initials: RD
Date: 2-22-13

EXHIBIT C
Special Provisions

none