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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

June 29, 2018

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with North Country Special Education Consulting, LLC, Lancaster, New Hampshire (vendor code 161021) in an amount not to exceed \$9,950.00 as a Special Education Administrator Mentor to support individuals who are certified or using an alternative pathway to certification and new to the role of Special Education Administrator, effective upon Governor and Council approval through August 31, 2019. 100% Federal funds.

Funds to support this request are available in account titled Special Education-Elem/Sec., in Fiscal Year 2019 and are anticipated to be available in Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY'19</u>	<u>FY'20</u>
06-56-56-562010-51370000-607-500937	\$8,950.00	\$1,000.00
Contacts for Program Services		

EXPLANATION

The additional funds being requested for this vendor now exceeds the dollar threshold which requires Governor & Council approval. This **sole source** contract utilized an application process to select qualified Special Education Administrators for providing mentoring to new Special Education Administrators in the New Hampshire school districts.

The New Hampshire Department of Education (NHDOE), Bureau of Special Education (Bureau) offers a Mentor program to new Special Education Administrators. The mentorship is to support individuals who are certified or using an alternative pathway to certification and new to the role of Special Education Administrator. This project is a scaling up of the Bureau's previous efforts to support individuals who are new to the position of Special Education Administrator.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

June 29, 2018

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The Bureau of Special Education issued FY'18 Bureau of Special Education Memo #24, *Special Education Administrators Mentoring* program seeking twelve experienced New Hampshire Special Education Administrators who are currently employed by a New Hampshire school district to receive training and act as mentors for new New Hampshire Special Education Administrators that apply to be mentees.

The Bureau received fourteen applications which were reviewed by the Bureau's Project Coordinator Deborah Krajcik, to ensure the applications meet the criteria established by the Bureau for a Special Education Administrator Mentor:

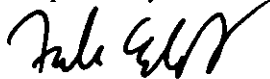
- Minimum of three years of experience as a Special Education Director.
- Employed in a New Hampshire district as a Special Education Administrator during the program.
- Current New Hampshire Certification: Special Education Administrator Endorsement.
- Submission of resume.
- Complete application:
  - Description of strengths for the program, including areas of expertise, education and professional development in these areas.
  - Why the applicant has chosen to participate in the program.

The Special Education Administrator's Mentoring Program encompasses the following criteria through the contract period:

- Mid-year review of the mentoring partnership through an evaluation process.
- End of year professional development meeting with mentors and mentees to reflect on key areas of growth.

The Department of Education, Bureau of Special Education would like to contract with North Country Special Education Consulting, LLC, to represent the Bureau of Special Education as a Special Education Administrator. Patricia Eddy, sole owner of North Country Special Education Consulting, LLC has her Masters of Education in Educational Administration and Leadership, a Bachelor of Science in Early Childhood/Elementary Education, Special Education and twenty-five years' experience in the field of special education including: Special Education Resource Consultant, Regional Master Educational Surrogate Parent for the North County and has served for the past two years as a New Hampshire Department of Education Special Education Administrator Mentor.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

## 2018 – 2019 Mentoring Program Mentor Scoring Rubric

Name, Title	District	Total Score	Total Possible
Pat Eddy, Special Education Director	SAU #35	16	16

*By the due date for applications, submissions are scored, if eligible for program, top 12 scores will be accepted. The next three highest scores will be accepted on standby.*

Required for Participation:	Scoring:	Score
Years' experience as a special education administrator:	23 <u>Ineligible for program:</u> 0 – 2 years 1 point: 3 – 4 years 2 points: 5 – 9 years 3 points: 10+ years	3
Certified/Endorsed as a special education administrator:	Yes <u>Ineligible for program:</u> No 3 points: Yes	3

Application Questions	Scoring:	Score
1. What do you feel are the strengths you can bring to this program:	<u>0 points</u> if question not answered 1 point if brief, concise answer	3
2. List your Expertise/ Education/ Professional Development in these areas:	2 points if questions are answered with detail	3
3. Write a brief statement on why you have chosen to participate in the mentor program:	3 points if questions are answered with detail that also demonstrates skills in writing, communication, leadership, etc.	3

Additional	Scoring:	Score
Participated in 2017 – 2018 mentoring program from start to finish:	Yes <u>0 points:</u> No 1 point: Yes	1

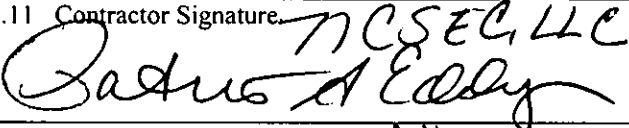
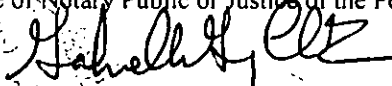
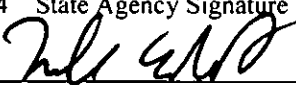


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH State Department of Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name North Country Special Education Consulting, LLC		1.4 Contractor Address 5 Blackberry Lane Lancaster, New Hampshire 03584	
1.5 Contractor Phone Number 603-788-4834	1.6 Account Number See Exhibit B	1.7 Completion Date August 31, 2019	1.8 Price Limitation \$9,950.00
1.9 Contracting Officer for State Agency Santin� Thibedeau Administrator, Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NCSEC, LLC PATRICIA A. EDDY	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Grafton</b> On <b>06/19/2018</b> , 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]			
1.13.2 Name and Title <b>GABRIELLE GRANGER-CUDDE</b> , Notary Public My Commission Expires <b>October 5, 2021</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <b>7/15/18</b> <b>FRANK EDELBLUT, Commissioner of Education</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Acting Director, On: <b>8/24/2018</b>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <b>8/22/2018</b>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

Contractor Initials BAE  
Date 6/19/20

EXHIBIT A  
SCOPE OF SERVICES

North Country Special Education Consulting, LLC, will provide the following services for the New Hampshire Department of Education, Bureau of Special Education:

*Special Education Administrators Mentoring Program*

Support individuals who are certified or using an alternative pathway to certification and new to the role of Special Education Administrator.

Services provided by a mentor:

- Attend a half day training provided by Bureau staff, along with assigned mentee, covering the following information:
  - District Data
  - Dispute Resolution
  - Fiscal Management
  - IDEA funds
    - Excess Cost
    - Maintenance of Effort
  - Special Education Aid
  - Chapter 402
  - Educational Surrogate Parent
  - Special Education Policies & Procedures
  - Implementation of Practices
  - Personnel
  - Understanding State Monitoring
  - Special Education Program Approval
  
- Work with mentee at least twice a month either in person, or by phone, webinar, Skype, etc.
  
- Attend a wrap-up half day meeting with mentee in June 2019

Contractor Initials: GAE  
Date: 6/19/18



EXHIBIT B

Budget

Description of Services	FY'19	FY'20
Professional Services (\$75.00 per hour, includes travel time)	\$8,350.00	\$1,000.00
Professional service reimbursement (Liability Insurance)	\$600.00	
Total	\$8,950.00	\$1,000.00

Limitation on Price: This contract will not exceed \$9,950.00

Source of Funding: Funding for this contract is 100% General Funds from the account titled, "Other State Aid" as follows:

06-00056-056-560010-51370000-607-500937	<u>FY'19</u>	<u>FY'20</u>
Statewide Special Education	\$8,950.00	\$1,000.00

Method of Payment:

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

Deborah Krajcik, Project Director  
Special Education Administrators Mentoring Program  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Contractor Initials: DAE  
Date: 6/19/18

EXHIBIT C  
SPECIAL PROVISIONS

None

Contractor Initials: RAE  
Date: 6/19/18

# State of New Hampshire

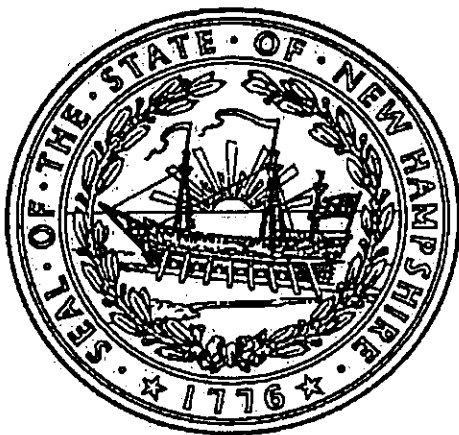
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY SPECIAL EDUCATION CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 09, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 594586

Certificate Number: 0004108433



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of June A.D. 2018.

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

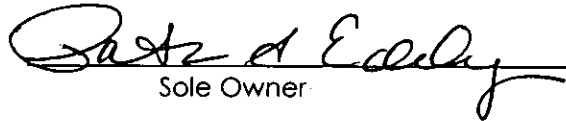
William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

(For a Sole Proprietor, LLC)

I, Patricia Eddy as sole owner of my business, North Country Special Education Consulting, LLC, certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

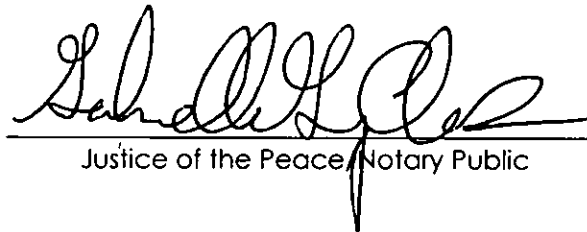
In witness whereof, I have set my hand as the sole owner of the business, North Country Special Education Consulting, LLC, this 19<sup>th</sup> of June, 2018.

  
Sole Owner

State of New Hampshire NH  
County of Grafton

On June 19, 2018, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate.

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

  
Justice of the Peace, Notary Public

**GABRIELLE GRANGER-CLARK, Notary Public<sup>1</sup>**  
**My Commission Expires October 5, 2021**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (888) 202-3007	<b>FAX (A/C No.):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURED</b> North Country Special Education Consulting, LLC [REDACTED] [REDACTED]	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>NAIC #</b> 10200

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		[REDACTED]	05/15/2018	05/15/2019	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attn: Barbara Dauphinaif New Hampshire Department of Education - Bureau of Special Education are Additional Insureds


**CERTIFICATE HOLDER**
 New Hampshire Department of Education - Bureau of Special Education  
 101 Pleasant Street  
 Concord, NH 03301
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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North Country Special Education Consulting, LLC  
Patricia A. Eddy  
5 Blackberry Lane  
Lancaster NH 03584  
(603) 723-9834

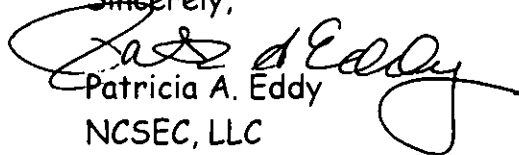


July 27, 2018

To Whom It May Concern:

I hereby affirm that I am self-employed as NCSEC, LLC. As NCSEC, LLC, I have no other employees and I do not require workers compensation. I carry my own personal insurance (of which you have received a copy).

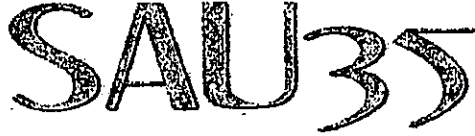
Sincerely,

  
Patricia A. Eddy  
NCSEC, LLC

**White Mountains School Administrative Unit # 35**  
BETHLEHEM ♦ LAFAYETTE ♦ LANDAFF ♦ LISBON ♦ PROFILE

Pierre L. Couture  
Superintendent  
[p.couture@sau35.org](mailto:p.couture@sau35.org)

Kristin Franklin, CPA  
Business Manager  
[k.franklin@sau35.org](mailto:k.franklin@sau35.org)



*...where excellence links living and learning*

(603) 444-3925/3001

260 Cottage Street, Suite C • Littleton, New Hampshire • 03561

FAX (603) 444-6299

August 21, 2018

To whom it may concern:

This letter is to verify that North Country Special Education Consulting, LLC Patricia Eddy, is currently employed as a Special Education Consultant by White Mountains School Administrative Unit #35. She currently holds a New Hampshire Educator Credential with the endorsement of Special Education Administrator.

If you have any questions please feel free to contact me at (603) 444-3925 extension 300.

Sincerely

A handwritten signature in black ink, appearing to read 'Gabrielle Granger-Clark'.

Gabrielle Granger-Clark  
Administrative Assistant/Human Resources Coordinator

cc: file

**North Country Special Education Consulting, LLC  
Patricia A. Eddy**

**Professional Experience:**

- 11/08 - Present** SAU #35 Special Education Resource Consultant  
Self-employed as a private consultant with school district and parents around special education issues, case management of OOD students and general oversight of compliance issues
- 10/16 - Present** SAU #77 Special Education Resource Consultant  
**9/12 - 6/15** Self-employed as a private consultant with school district and parents around special education issues, case management of HS students with IEP's, and case management of current special education administrators children
- 9/16 - Present** SAU #7 Mentor to the Special Education Administrator  
Self-employed as a private consultant with school district around mentoring new special education administrator
- 8/16 - Present** Regional Master Educational Surrogate Parent for the North Country  
Responsible for providing management, phone and email support for educational surrogate parents in the NC, and responsible for temporary assignments as an educational surrogate parent that require immediate appointment
- 9/15 - Present** SAU #58 Mentor to the Special Education Administrator  
Self-employed as a private consultant with school district around mentoring new special education administrator
- 7/07 - Present** North Country Special Education Consultant, LLC  
Private consultation (self-employed) with school districts and parents around special education, compliance, policy and procedures
- 10/02 - 7/08** Special Education Technical Assistance Consultant, NH-DOE, Bureau of Spec Education  
Consultation with DOE, school districts and parents around special education issues
- 6/00 - 10/02** Easter Seals Lancaster  
525 Prospect Street/PO Box 311, Lancaster, NH 03584 (788-0911)  
Director of Educational and Residential Services
- 10/98- Present** Granite State College, Adjunct Faculty, Faculty Advisor PBTC Program, North Country Special Education Technical Assistance Consultant
- 8/93 - 6/00** SAU #58 Northumberland - Stark - Stratford  
8 Preble Street, Groveton, NH 03582 (636-1437)  
Special Education Director /Title 1 Director (1995-2000)  
Groveton High School Special Education Teacher Grades 7-12, Grade 9 English Teacher, SAU Diagnostic Prescriptive Teacher (1994-1995)



Stratford K - 12 Resource Room Teacher (1993-1994)

4/90 - 6/93

MSAD #23 Levant Consolidated School  
PO Box 247, Levant, Maine 04456  
Elementary Composite / Resource Room Teacher K - 4

9/87 - 4/90

Medway Primary School  
Medway, Maine 04460  
Elementary Composite / Resource Room Teacher

1/82 - 3/84

Katahdin Friends, Inc.  
Chickadee Nursery School/Veazie School System  
1 School Street, East Millinocket, Maine 04430  
Head Teacher, Self Contained Severe / Profound Class (ages 8-17)

**Professional responsibilities:**

*Past/Present Responsibilities have included the following:*

Liaison between the NC Superintendents/Spec Ed Dir and NH DOE  
Adjunct Faculty/Advisor for GSC  
Conduct professional development workshops/trainings as requested  
Facilitator and Coordinator for NC Special Education Administrators' monthly meetings  
Address individual needs of Special Education in the NC as requested  
Principal/Director of private residential school  
Coordination of services with internal and external collaterals  
Special Education Director  
Title 1 Coordinator  
504 / ADA Coordinator  
Preschool Coordinator  
Out of District Coordinator/Court Liaison  
Diagnostic Prescriptive Teacher  
I/DD Special Education Consultant

**Affiliations:**

NH DOE/Bureau of Spec Educ.  
NCSEA  
NHASEA  
GSC PBTC Program  
CEC NH, CEC National  
CASE NH, CASE National

**Volunteer Positions:**

Facilitator for NCSEA since 2002  
Education Surrogate Parent since 2012  
Volunteer Educational Advocate (through PIC) since 2012  
Board of North Woods Home Health and Hospice since 2000  
Member at Large CEC-NH since 2005  
Member at Large CASE-NH since 2005

**Professional Certifications**

New Hampshire 1811 Elementary Education  
(exp.: 6/17) 0003 Principal  
1900 General Special Education  
1833 Intellectual/Developmental Disabilities  
0006 Special Education Administrator

Maine 031049-03 General Education K-8  
(exp.: 7/18) 031049-04 Special Education K-12

**Education:**

1997 Masters of Education in Educational Administration and Leadership  
Plymouth State University  
Plymouth, NH  
1978 Bachelor of Science in Early Childhood/Elementary Educ., Special Educ (EMR)  
Rhode Island College,  
500 Mount Pleasant Avenue,  
Providence, RI

Updated 2/2017

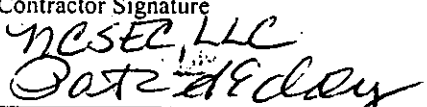


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH State Department of Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name North Country Special Education Consulting, LLC Patricia Eddy		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$4,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau Administrator, Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NCSEZ, LLC PATRICIA A. EDDY, OWNER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u>  On <u>9/8/17</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Marjorie B. Brown ~ Notary ~ Commission Expires 2/28/19			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, 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) (if applicable)  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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**

**Special Education Administrators Mentoring Program**

North Country Special Education Consulting, LLC, Patricia Eddy, will provide the following services for the New Hampshire Department of Education, Bureau of Special Education:

*Special Education Administrators Mentoring Program*  
*School Year September 2017~ June 2018*

Support individuals who are certified or using an alternative pathway to certification and new to the role of Special Education Administrator.

Services provided by a mentor:

- Attend a half day training provided by Bureau staff, along with assigned mentee, covering the following information:
  - District Data
  - Dispute Resolution
  - Fiscal Management
  - IDEA funds
    - Excess Cost
    - Maintenance of Effort
  - CAT AID
  - Chapter 402
  - Educational Surrogate Parent
  - Special Education Policies & Procedures
  - Implementation of Practices
  - Personnel
  - Understanding State Monitoring
  - Special Education Program Approval
  
- Work with your mentee at least twice a month either in person, or by phone, webinar, Skype, etc.
  
- Attend a wrap-up half day meeting with your assigned mentee in June 2018

Contractor Initials:   *PEAR*  

Date:   *9/5/17*

**EXHIBIT B**

Budget

<b>DESCRIPTION OF SERVICES</b>	<b>Total Cost</b>
Professional Services (\$50.00 per hour, includes travel time)	\$4,000.00
<b>TOTAL COST:</b>	<b>\$ 4,000.00</b>

Limitation on Price: This contract will not exceed \$4,000.00

Source of Funding: Funding for this contract is 100% General Funds from the account titled "Other State Aid" as follows:

06-00056-056-560010-51370000-607-500937 – Statewide Special Education FY 18  
\$4,000.00

Method of Payment:

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

Deborah Krajcik, Project Director  
Special Education Administrators Mentoring Program  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Contractor Initials: DK  
Date: 9/8/17



**EXHIBIT C  
SPECIAL PROVISIONS**

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached auto insurance declaration page.


Contractor Initials:           PAB            
Date:           9/8/17

**CERTIFICATE OF AUTHORITY**

(For a Sole Proprietor, LLC)

I, Patricia Eddy as sole owner of my business, North Country Special Education Consulting, LLC, certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business, North Country Special Education Consulting, LLC this 8 of Sept., 2017.


  
Sole Owner

State of New Hampshire \_\_\_\_\_

County of GROFTON

On SEPT. 8, 2017, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate.

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



Justice of the Peace/Notary Public

My Commission Expires 2/28/19

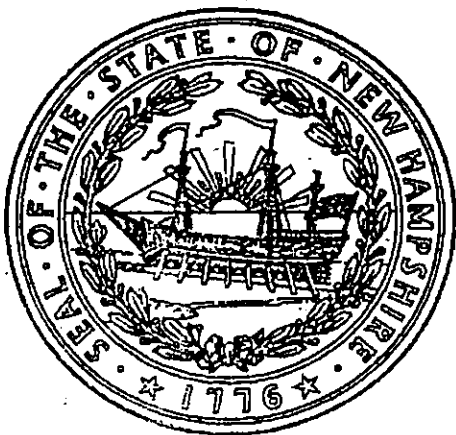
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY SPECIAL EDUCATION CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 09, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 594586



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,

this 14th day of August A.D. 2017.

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

William M.

Gardner Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (888) 202-3007      FAX (A/C. No.): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> North Country Special Education Consulting, LLC [REDACTED]	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL/BUBR/INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ S/T Gen. Agg. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Education  
 101 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Carl S. Bue*

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**AUTOMOBILE  
POLICY  
DECLARATIONS**



**PROVIDENCE MUTUAL**

THE PROVIDENCE MUTUAL FIRE INSURANCE COMPANY  
P.O. Box 6066, Providence, RI 02940

<b>POLICY NUMBER</b> [REDACTED]
<b>REASON FOR COVERAGE SELECTION</b> RENEWAL
Effective Date: 04/21/2017

<b>NAMED INSURED AND ADDRESS</b>
EDDY, PATRICIA [REDACTED]

<b>AGENT</b>
LITTLEFIELD INSURANCE 1069 A DIVISION OF POULOS INS. INC. 532 UNION STREET LITTLETON, NH 03561 603-444-5100

Direct Bill Nine Payments  
**THIS IS NOT A BILL, SEE YOUR BILLING STATEMENT**

<b>PREVIOUS POLICY NUMBER</b> [REDACTED]
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Policy Period: Annual From: 04/21/2017 To: 04/21/2018 12:01 AM STANDARD TIME

**POLICY COVERAGES AND PREMIUMS**

Coverage is provided for vehicles where a premium is charged or the word "INCLUDED" is displayed.

Coverage/Part	Limit	Preferred Vehicle 4 2013 TYTA	Prestige Vehicle 5 2014 TYTA	Prestige Vehicle 7 2017 RAM
<b>A. Liability</b>				
Bodily Injury	\$250,000 Each Person	\$102.00	\$125.00	\$171.00
Property Damage	\$500,000 Each Accident \$100,000 Each Accident	\$59.00	\$73.00	\$100.00
<b>B. Medical Payments</b>	\$5,000 Each Person	\$19.00	\$16.00	\$22.00
<b>C. Uninsured/Underinsured Motorist</b>				
Bodily Injury	\$250,000 Each Person \$500,000 Each Accident	\$82.96	\$82.96	\$82.96
<b>D. Coverage for Damage to Your Auto - ACV</b>				
Other Than Collision	\$100 Deductible	\$68.00	\$80.00	\$130.00
Collision	\$500 Deductible	\$162.00	\$178.00	\$272.00
<b>Miscellaneous</b>				
Anchor		\$35.00	\$35.00	\$35.00
Auto Loan/Lease Cov		\$16.00	\$18.00	\$28.00
<b>Per Vehicle Total</b>		<b>\$543.96</b>	<b>\$607.96</b>	<b>\$840.96</b>
<b>TOTAL POLICY PREMIUM</b>			<b>\$ 1,992.88</b>	

Issued Date: 03/08/2017

**Patricia A. Eddy**

**Professional Experience:**

- 11/08 - Present **SAU #35 Special Education Resource Consultant**  
Self-employed as a private consultant with school district and parents around special education issues, case management of OOD students and general oversight of compliance issues
- 10/16 - Present  
9/12 - 6/15 **SAU #77 Special Education Resource Consultant**  
Self-employed as a private consultant with school district and parents around special education issues, case management of HS students with IEP's, and case management of current special education administrators children
- 9/16 - Present **SAU #7 Mentor to the Special Education Administrator**  
Self-employed as a private consultant with school district around mentoring new special education administrator
- 8/16 - Present **Regional Master Educational Surrogate Parent for the North Country**  
Responsible for providing management, phone and email support for educational surrogate parents in the NC, and responsible for temporary assignments as an educational surrogate parent that require immediate appointment
- 9/15 - Present **SAU #58 Mentor to the Special Education Administrator**  
Self-employed as a private consultant with school district around mentoring new special education administrator
- 7/07 - Present **North Country Special Education Consultant, LLC**  
Private consultation (self-employed) with school districts and parents around special education, compliance, policy and procedures
- 10/02 - 7/08 **Technical Assistance Consultant, NH-DOE, Bureau of Spec Education**  
Consultation with DOE, school districts and parents around special education issues
- 6/00 - 10/02 **Easter Seals Lancaster**  
525 Prospect Street/PO Box 311, Lancaster, NH 03584 (788-0911)  
Director of Educational and Residential Services
- 10/98- Present **Granite State College, Adjunct Faculty, Faculty Advisor PBTC**  
Program, North Country Special Education Technical Assistance Consultant
- 8/93 - 6/00 **SAU #58 Northumberland - Stark - Stratford**  
8 Preble Street, Groveton, NH 03582 (636-1437)  
Special Education Director /Title I Director (1995-2000)  
Groveton High School Special Education Teacher Grades 7-12, Grade 9 English Teacher, SAU Diagnostic Prescriptive Teacher (1994-1995)  
Stratford K - 12 Resource Room Teacher (1993-1994)

4/90 - 6/93      **MSAD #23 Levant Consolidated School**  
PO Box 247, Levant, Maine 04456  
Elementary Composite / Resource Room Teacher K - 4

9/87 - 4/90      **Medway Primary School**  
Medway, Maine 04460  
Elementary Composite / Resource Room Teacher

1/82 - 3/84      **Katahdin Friends, Inc:**  
**Chickadee Nursery School/Veazie School System**  
1 School Street, East Millinocket, Maine 04430  
Head Teacher, Self Contained Severe / Profound Class (ages 8-17)

**Professional responsibilities:**

***Past/Present Responsibilities have included the following:***

Liaison between the NC Superintendents/Spec Ed Dir and NH DOE  
Adjunct Faculty/Advisor for GSC  
Conduct professional development workshops/trainings as requested  
Facilitator and Coordinator for NC Special Education Administrators' monthly meetings  
Address individual needs of Special Education in the NC as requested  
Principal/Director of private residential school  
Coordination of services with internal and external collaterals  
Special Education Director  
Title I Coordinator  
504 / ADA Coordinator  
Preschool Coordinator  
Out of District Coordinator/Court Liaison  
Diagnostic Prescriptive Teacher  
I/DD Special Education Consultant

**Affiliations:**

NH DOE/Bureau of Spec Educ.  
NCSEA  
NHASEA  
PBTC/SETT (GSC)  
CEC NH, CEC National  
CASE NH, CASE National

**Volunteer Positions:**

Facilitator for NCSEA since 2002  
Education Surrogate Parent since 2012  
Volunteer Educational Advocate (through PIC) since 2012  
Board of North Woods Home Health and Hospice since 2000  
Member at Large CEC-NH since 2005  
Member at Large CASE-NH since 2005

**Professional Certifications**

New Hampshire 1811 Elementary Education  
(exp.: 6/17) 0003 Principal  
1900 General Special Education  
1833 Intellectual/Developmental Disabilities  
0006 Special Education Administrator

Maine 031049-03 General Education K-8  
(exp.: 7/18) 031049-04 Special Education K-12

**Education:**

1997 Masters of Education in Educational Administration and Leadership  
Plymouth State University  
Plymouth, NH  
1978 Bachelor of Science in Early Childhood/Elementary Educ., Special Educ (EMR)  
Rhode Island College,  
500 Mount Pleasant Avenue,  
Providence, RI

Updated 12/2016