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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
TEL. (603) 271-6699
FAX (603) 271-3454

September 19, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, Bureau of Adult Education to enter into a Memorandum of Understanding with the New Hampshire Department of Corrections (NHDOC), NH State Prison (VC# 177896) Concord, New Hampshire in an amount not to exceed \$232,696.27 to provide an adult education and literacy program as defined under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval through June 30, 2026. 30% Federal Funds, 70% General Funds.

Funds to support this request are available in FY24 and FY25 and anticipated to be available in FY26 in the accounts titled Adult Education-Federal and Adult Education-State upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Account #s	FY24	FY25	FY26
06-56-56-562010-40370000-085-588546 Interagency Xfr Out of Fed FN	\$22,690.81	\$23,263.90	\$23,854.17
06-56-56-562010-40390000-601-500931 State Match	\$52,945.23	\$54,282.42	\$55,659.74
Total	\$75,636.04	\$77,546.32	\$79,513.91

EXPLANATION

Under the Workforce Innovation and Opportunity Act of 2014, a Request for Proposals (RFP) was released on January 13, 2023, on the NH Department of Education's website and distributed to through the Department's communication system. All federal and state adult education grants are awarded through a competitive

His Excellency, Governor Christopher T. Sununu
And The Honorable Council
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application process that is open to school districts, not-for-profits, and governmental agencies. Twenty-one proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Nineteen grants will be awarded to seven private-not-for-profit organizations, ten school districts and one governmental agency based on applications received from eligible organizations that met the criteria for funding. One agency submitted two separate applications, one for a regional program and one for a statewide online program. The school districts will receive the awarded funds through the Grants Management System used by the Department.

House Bill 2, signed by the Governor on June 20, 2023 included an additional \$500,000 in appropriation for adult education programs. The additional funds will be added to the funding formula published in the Request for Proposals. This MOU reflects the original funding allocation and the additional available funds resulting in an award that is higher than the original proposal amount.

Adult education and literacy programs are authorized under Ed 703 and in the Workforce Innovation and Opportunity Act of 2014, Title II, Adult Education and Family Literacy Act and provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. This includes foundational skills and English literacy instruction for individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training and/or employment. The purpose of the program is to assist students in earning a high school credential and acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training and/or employment.

The Bureau of Adult Education provides educational services to approximately seven thousand adults each year. The NH Department of Corrections, NH State Prison provides adult basic education for inmates who need assistance with building basic academic skills and high school equivalency preparation skills as a complement to their high school completion program and serves 40 – 50 participants a year.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet
Workforce Innovation and Opportunity Act (WIOA)

Name of bidders The following list are applicants who met the minimum standards required under WIOA by providing demonstrated effectiveness:	***Proposed Price
America's Youth Teenage Unemployment Reduction Network (dba My Turn)	\$849,055.84
Ascentria Community Services, Inc.	\$811,907.88
Derry SAU 10	\$216,166.73
Dover SAU 11	\$915,356.30
Exeter SAU 16	\$546,171.38
Governor Wentworth SAU 49	\$339,771.55
Holy Cross Family Learning Center	\$289,951.15
International Institute of New England	\$2,369,132.81
Keene SAU 29	\$448,607.86
Laconia SAU 30	\$287,419.44
Lebanon SAU 88	\$461,456.51
Littleton SAU 84	\$350,735.87
Nashua Adult Learning Center	\$1,778,984.87
NH Dept of Corrections	\$214,213.34
North Country Education Services	\$359,961.65
Plymouth SAU 48	\$148,436.15
Salem SAU 57	\$215,927.53
Second Start (Statewide Online)	\$309,090.91
Second Start (AEL)	\$811,900.00
Southern NH Services (English for New Americans) Manchester	\$658,703.04
Southern NH Services (Portsmouth)	\$540,777.23

***Proposed price may be considerably different from final negotiated price.

Reviewers	Title
Jeff B	Bureau Administrator for the NH Department of Education (NHED)
Manuela B	Training coordinator for NHED Vocational Rehabilitation
Heather C	MTSS-B Consultant with the NHED
Jennifer C	Admin Asst/Data Entry Pinkerton Academy's Choices in Education program
Karen D	Local office manager for NH Employment Security- WIOA partner
Emily F	Program Specialist IV for the Bureau of Educational Support, NHED
Eric F	Director of the Wilbur H. Palmer Career and Technical Education Center
William G	Program Specialist IV and Contract Manager for NHED Vocational Rehabilitation
Michelle L	Program Director for the Northumberland Adult Diploma Program
Janelle L	Administrator, Bureau of Special Education
Diane L	Education Consultant, Bureau of Career Development, NHED
Stacy M	Office of the Deputy Commissioner at the NHED
JoAnn M	Education Consultant in the Bureau of Special Education at the NHED
Kathleen M	English Language Arts Ed Consultant in the Bureau of Instruction at the NHED
Rebecca M	Administrative Assistant for the Londonderry Adult Diploma program
Linda M	Retired adult education program director
Yvette P	Education Consultant, Bureau of Special Education
Kelly T	Director of school counseling at Newfound Regional School District
Amy W	Dean of Alternative Programming for Bedford High School

All average scores above 500 were considered acceptable. All twenty-one proposals were offered an award, two agencies withdrew their applications due to program closure or to partner with a larger agency to form a regional partnership. Grants were awarded for the remaining nineteen proposals.

The RFP specified that the Bureau's preference is to fund one comprehensive center in each of the twelve regions of the state. The notable exception is Manchester due to the high volume of potential participants.

School department applications are administered through the Grants Management System.

Each contract will be presented to the Governor and Executive Council separately as they are completed.

Name of bidders - Average scores listed highest to lowest.	Average Score
Dover SAU 11 (Somersworth)	904.0
International Institute of New England (IINE) (Manchester)	820.6
Second Start (Statewide Online)	802.7
Derry SAU 10 (Salem)	768.0
Second Start AEL (Concord)	753.1
Ascentria Community Services, Inc. (Concord)	753.0
Nashua Adult Learning Center (Nashua)	751.0
Lebanon SAU 88 (Claremont)	733.3
Littleton SAU 84 (Littleton)	727.0
Governor Wentworth SAU 49 (Conway)	716.0
Exeter SAU 16 (Portsmouth)	698.3
Southern NH Services AEL (Portsmouth)	694.7
America's Youth Teenage Unemployment Reduction Network (dba My Turn) Manchester	661.7
Laconia SAU 30 (Laconia)	652.7
Southern NH Services - English for New Americans (ENA) (Manchester)	653.0
Keene SAU 29 (Keene)	634.3
NH Dept of Corrections (Corrections)	624.0
Plymouth SAU 48 (Laconia)	617.4
Holy Cross Family Learning Center (Manchester)	601.3
Salem SAU 57 (Salem)	575.0
North Country Education Services (Berlin)	568.0

Proposal Criteria in the RFP	Weight of Criteria
Organizational Capacity	100
Responsiveness to Regional Need	100
Serving the Most in Need	100
Service Delivery Format and Schedules	100
Proposed Curricula and Contextualized Instruction	75
State Workforce Board Alignment	75
Intensity, Quality and Best Practices of Program	100
Integration of Technology Services and Digital Systems	75
Meeting Program Outcomes	100
Reporting	75
Implementation Timeline	25
Budget	75
TOTAL	1000

Review Process

Scoring reviews were completed on April 13, 2023. The proposal review panel recommended all proposals for funding.

There were three steps in the review process.

1. A committee of three individuals reviewed three of the twenty-one proposals received. Reviewers used a prepared rubric to establish demonstrated effectiveness to determine the eligibility of the applicant in accordance with WIOA requirements and then to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors.

2. State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as will be indicated in the minutes of the June, 2023 meeting.

3. Geographic Distribution

The RFP specified that there be at least one comprehensive adult education program in each region. A complete list of regions served is available below.

Berlin	1	Littleton	1
Claremont	1	Manchester	4
Concord	2	Nashua	1
Conway	1	Portsmouth	2
Corrections	1	Salem	2
Keene	1	Somersworth	1
Laconia	2	Statewide Online	1

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the Department of Education ["*AGENCY 1*"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Corrections ["*AGENCY 2*"] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to 186:62 *AGENCY 1* is responsible for: encouraging the development of adult and continuing education programs by persons and organizations both within and outside of the public school system and to encourage such persons to apply for federal or state funds which are available for the support of programs in adult education, continuing education and community education.

Whereas, *AGENCY 1* desires to: provide a grant for the purposes of providing adult education and literacy activities under the Workforce Innovation and Opportunity Act of 2014

Whereas, pursuant to 21-H:4(VI)d-e *AGENCY 2* is responsible for: The Division of Rehabilitative Services shall serve as the primary liaison between the department and community-based service providers, and municipal, county and state entities with common issues and responsibilities, including educational and vocational or career-path opportunities.

Work with the department of justice and other state and federal agencies to identify, secure and manage grant funds to supplement services available to individuals under departmental supervision, including but not limited to housing and employment assistance, substance abuse treatment, mental health treatment and medical and prescription services.

Whereas, *AGENCY 2* desires to: Provide adult education and literacy activities under the Workforce Innovation and Opportunity Act of 2014.

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

1. The Department of Education [*AGENCY 1*] agrees to [*check all that apply*]:

- A. Pay *AGENCY 2* the amount of \$232,696.27 for the services described in the attached MOU Exhibit B, which is hereby incorporated by reference.
Execute the following if Box 1., A is checked: Payment shall be provided from NH Department of Education Grants Management System:

-
- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Corrections [AGENCY 2] agrees to [check all that apply]:

- A. Pay AGENCY 1 the amount of \$ _____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 2. A is checked: Payment shall be provided from [IDENTIFY FUND]:

- X B. Comply with the special provision described in the attached MOU Exhibit A, which is hereby incorporated by reference

- C. Perform the services described in the attached MOU Exhibit B, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit C, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective until June 30, 2026.

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

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

14. **FOR AGENCY 1** [Name of Agency]: Department of Education



[Agency Head or Commissioner signature]

Date 9/27/2023

Frank Edelblut

[Agency Head or Commissioner name in print]

15. **FOR AGENCY 2** [Name of Agency]: Department of Corrections



[Agency Head or Commissioner signature]

Date 9/18/2023

Helen Hanks

[Agency Head or Commissioner name in print]

PLEASE NOTE

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

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

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

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

By: Elizabeth A. Brown Elizabeth A. Brown On: 9/27/2023
[Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: _____ On: _____
Date

MOU EXHIBIT A

SPECIAL PROVISIONS

1. The Department of Corrections must comply with the following provisions:

- Exhibit D: Contractor Obligations
- Exhibit E: Federal Debarment and Suspension
- Exhibit F: Anti-Lobbying
- Exhibit G: Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality
- Exhibit H: Compliance with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations"
- Exhibit I: Attestation for the US Department of Education General Education Provisions Act (GEPA)
- Exhibit J: Buy American Statement in accordance with Section 502 of the Workforce Innovation and Opportunity Act of 2014

2. The Contractor must sign annual General Assurances from the NH Department of Education, Bureau of Federal Compliance.

3. Federal Certification 2 CFR 200.415

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

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

MOU EXHIBIT B

SCOPE OF SERVICES

The vision for Adult Education and Literacy Services in New Hampshire is a regional system of providers providing comprehensive services below the secondary level including adult basic education, high school equivalency preparation and English as a second language in order to prepare adults to transition successfully into postsecondary education, training and/or employment.

NH Department of Corrections, NH State Prison, Concord NH will provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma and English language learners.
- The Contractor is responsible for using NH Employment Security data and the NH Works Combined State Plan to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.
- The Contractor is responsible for coordinating services between other adult education centers and community organizations to ensure the non-duplication of services; the capacity to serve the local need; the seamless transition of participants between educational levels; and the transition of participants into postsecondary education, training and/or employment.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education including individuals with low levels of literacy skills and English language learners, including those who may be above the Advanced ESL level, but still eligible for adult basic or secondary education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must promote concurrent enrollment in programs and activities under WIOA Title I, Title III and Title IV.
- The Contractor will provide staff, or access to services provided by another adult education center through a formal agreement, for the following duties:
 - Program Director – general administration, budgeting, serve as the WIOA representative, liaison with local employers and other adult education centers
 - Counselor – assist participants with barriers to attendance, liaison with community organizations, provide career counseling and transition planning services
 - Intake & Assessment Specialist – assist participant with the intake process, administer assessments in accordance with the publisher requirements, report assessment results

MOU EXHIBIT B

- Data Entry Specialist – enter all intake, enrollment, assessment data, check for validity and accuracy, produce ad hoc reports and required quarterly/annual reports, serve as a local expert for the data system
- Coordinator of Volunteers – recruit and train volunteers, match volunteer tutors with participants unable to attend classes, orient and monitor participants including the development of an individual learning plan, provide instructional materials for participants/tutors, coordinate with local communities to provide space for tutoring outside of the center, coordinate volunteers in the classroom
- Distance Learning Coordinator – assign and monitor participant who are unable to attend classes, assist instructors and tutors with distance learning, produce reports as needed, enter attendance data, provide training on contracted software to local staff and participants
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program including year-round programming which may include short breaks between sessions. A minimum of 100 hours of instruction per year is recommended in order for participants to make sufficient progress.
- The Contractor must provide in-person instructional delivery that may also include hybrid or hyflex options.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor must be able to provide outreach/satellite services, or arrange access to, tutorial services for individuals in the region who are unable to attend regularly scheduled classes. Tutorial services should be provided through appropriately trained volunteers.
- The Contractor must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a standards-based curriculum that is aligned with the College & Career Readiness Standards for Adult Education and/or the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes the use of occupationally relevant materials.
- It is preferred that the Contractor incorporate OCTAE-endorsed instructional initiatives including curriculum review, EL institute, Teaching the Skills that Matter, Student Achievement in Reading, Teaching Excellence in Adult Literacy, the Employability Skill Framework, Power in Numbers, ESL Pro and other initiatives that may be released during the period of performance.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment.

MOU EXHIBIT B

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the NH Works Combine State Workforce Plan and contribute to the strategies outlined in the Plan including the use of data to inform program decisions and improve program performance.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.
- The Contractor is required to coordinate with other local NH Works partners including participation or representation in partner meetings; establishing referral procedures; ensuring direct access to adult education services; and contributing to the development of career pathways.
- The Contractor must provide instruction delivered by well-trained instructors which may include evaluation through the OCTAE Teacher Effectiveness model and the Adult Education Teacher Competencies.

Intensity, Quality and Best Practices

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard to enable participants to achieve substantial learning gains. The Bureau of Adult Education has established a full-time equivalent (FTE) as 60 hours of instruction per year.
- The Contractor must use instructional practices that include the essential components of reading at all levels.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must effectively use technology, services and delivery systems, including distance education, in a manner sufficient to increase the amount and quality of learning.
- The Contractor must incorporate digital literacy instruction including digital resilience and digital citizenship for all students at all levels.
- The Contractor must include distance learning options, including technology-enhanced curricula, as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used. This include the use of the state-wide Canvas instance by instructors and participants.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 48% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants for whom data matching is unavailable as required by the National Reporting System to collect

MOU EXHIBIT B

performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.

- The Contractor must set program target rates and assess progress toward those targets on a quarterly basis in order to assist the State with meeting the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

State Negotiated Targets

The State negotiated target performance with OCTAE every two years. Targets are based on the statistical adjustment model and are expected to reflect continuous improvement by increase each year.

Primary Indicators of Performance	2023 – 2024	2024-2025	2025-2026
Employment in the Second Quarter after Exit	23.00%	TBA	TBA
Employment in the Fourth Quarter after Exit	21.00%	TBA	TBA
Median Earnings in the Second Quarter after Exit	\$6,500.00	TBA	TBA
Credential Attainment Rate	16.00%	TBA	TBA
Measurable Skill Gains			
For Adult Basic Education	29.5%	TBA	TBA
For English as a Second Language	30.0%	TBA	TBA

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting in accordance with the NH Data and Assessment Policy.
- A designated representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on a quarterly basis and submit a quarterly report to the State, as well as provide an annual self-assessment summary to inform program decisions and set goals for improvement.
- The Contractor must request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures.

Event of Default

- Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"): failure to perform the Services satisfactorily or on schedule (to include failure to provide; failure to submit any report required hereunder; and/or failure to perform any other covenant, term or condition of this Agreement. Upon the occurrence of any Event of Default, the New Hampshire Department of Education may take any one, or more, or all, of the following actions: give

MOU EXHIBIT B

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

MOU EXHIBIT C
METHOD OF PAYMENT

Budget

	FY24	FY25	FY26	Total
Salaries	\$53,891.52	\$55,508.27	\$57,173.51	\$166,573.30
Benefits	\$4,122.92	\$4,246.60	\$4,374.01	\$12,743.53
Other Purchased Property Service	\$8,100.00	\$8,100.00	\$8,100.00	\$24,300.00
Supplies	\$5,661.60	\$5,831.45	\$6,008.39	\$17,499.44
Property	\$3,730.00	\$3,730.00	\$3,730.00	\$11,190.00
Other Objects	\$130.00	\$130.00	\$130.00	\$390.00
Total	\$75,636.04	\$77,546.32	\$79,513.91	\$232,696.27

Limitation on Price:

1. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services and state funds received, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
2. The NHED reserves the right to increase and/or decrease contract funds subject to continued availability of Federal Funds, satisfactory performance of services, and approval by the Governor and Executive Council.
3. The Contractor must have written authorization from the NHED prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
4. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the NHED and/or the State of New Hampshire.
5. The Contractor is solely responsible for paying to the NHED any disallowed costs associated with the misappropriation of Federal Funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with Federal Funds, regardless of the funding source.
6. Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Funding Source:

Funds are available in FY24 and FY25 and anticipated to be available FY26 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

MOU EXHIBIT C

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Total	\$75,636.04	\$77,546.32	\$79,513.91

Method of Payment:

Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month submitted through the NHED Grants Management System. The final invoice is due within 45 days of the end of the program year.

MOU Exhibit D

CONTRACTOR OBLIGATIONS

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Reference:

2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II; required contract clauses.

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised 6-25-21

MOU Exhibit E

FEDERAL DEBARMENT AND SUSPENSION

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

Revised 6-25-21

MOU Exhibit F

ANTI-LOBBYING

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

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

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

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

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

Revised 6-25-21

MOU Exhibit G

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT, COPY RIGHTS AND CONFIDENTIALITY

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

MOU Exhibit H

STATEMENT OF COMPLIANCE WITH THE PROVISIONS OF THE US CODE OF FEDERAL REGULATIONS 34 CFR 364 and the FOLLOWING US CIRCULAR AS APPLICABLE

STATEMENT of ACCEPTANCE of Special Provisions . .

The organization will comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular, if applicable: Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations."

Superintendent of Schools or
Chief Officer of Agency:

[Handwritten Signature]
Signature

Local Director of Project:

Gregory Magson 9-6-23
Signature

Date Signed:

9/18/2023

MOU Exhibit I

**GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –
WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY LITERACY**

This attestation outlines the steps that the Department of Corrections will ensure be taken should the Adult Education application be funded.

The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

If funded, the following steps will be taken to ensure equitable access to and equitable participation in the project or activity to be conducted with federal adult education assistance by addressing the access needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age.

The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

Corrections Special School District, located within the New Hampshire Department of Corrections, ensures equal opportunities to participate for all eligible students, teacher and other program beneficiaries in any project or activity carried out under the applicable program, such as Adult Education & Literacy program under the Workforce Innovation and Opportunity Act of 2014, and promotes the ability of such students, teachers and beneficiaries to meet high standards.

The District also ensure equitable access to, and participation in, all projects and activities conducted with federal adult education funds. Programs address the special needs of students, teachers and other program beneficiaries to overcome barriers to programming and participation, including those based on gender, race, color, national origin, disability and age.

The District ensures that local providers give equal access to, and equitable participation in, all such projects and activities through the monitoring and technical assistance process and follow the laws required of the Equal Opportunity Hiring Act and the Americans with Disabilities Act.

Project Director: (Name and Title) Gregory Maggon - Special Education/Student Services

Signature of Project Director: Gregory Maggon Date: 9/6/2023

MOU Exhibit J

BUY AMERICAN ACT STATEMENT

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.