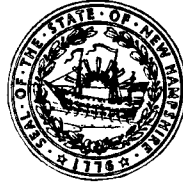


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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

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

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

Sole Source

April 15, 2014

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

Requested Action

1.) Authorize the New Hampshire Department of Education to exercise two years of a renewal option to a **Sole Source** contract with Strafford Learning Center, Somersworth, NH (Vendor Code 155286), originally approved by Governor and Council on March 20, 2013 (item #68), to continue to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG). This grant will be in effect upon Governor and Council approval from July 1, 2014 through June 30, 2016 in an amount not to exceed \$134,000.00. **100% Federal funds.**

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

	<u>FY2015</u>	FY2016
06-056-56-562510-41070000-102-500731 Contracts for Program Services	\$66,977.06	\$66,977.06

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

Explanation

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

These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

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

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

Strafford Learning Center is a private, non-profit organization committed to offering high quality special education and training to over thirty school districts throughout the seacoast region. Strafford Learning Center provided secondary transition training to districts under the NH State Improvement Grant II and thus is highly qualified to continue this work under the SPDG. Therefore, Strafford Learning Center, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
- Participate in the NH Transition CoP
- Participate in the NH Leadership Team (LT) monthly meetings
- As part of NH LT, participate in Evaluation WG by attending monthly state-level coaching meetings.
- Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Assist NH LT with the LEA recruitment
- Attend Participatory Adult Learning Styles training
- Participate in NH LT and the Transition Planning work group to review LEA current transition practices, and develop and implement a PD plan that will impact the local need
- Support family engagement training
- Coordination of PD training and coaching at regional intermediary
- Serve as coaches to LEAs implementing ELOs and transition planning/parent engagement strategies
- Support LEAs in developing their PD plans

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page Three
April 15, 2014

- Meet with LEA transition liaisons to review the LEA PD plans once months, as well as fostering ongoing contact to stay in close communication
- Collect training and coaching implementation data, and intervention fidelity data
- Assist in the development of coaching fidelity instrument
- Contribute training and coaching material, evaluation instruments and assessments, and resource materials to be posted on Transition Resource Portal
- Participate in training on how to use the Transition Resource Portal for training and coaching with LEAs

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

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

Respectfully submitted,




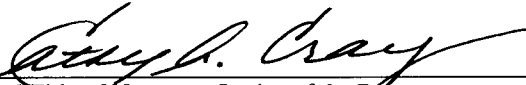
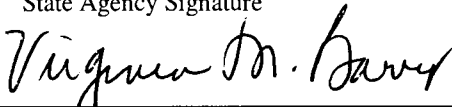
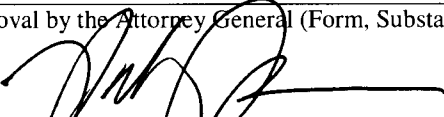
Virginia M. Barry, Ph.D.
Commissioner of Education

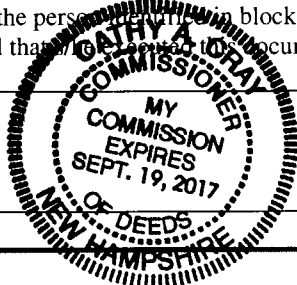
Subject: NH SPDG Grant Regional Intermediary to Provide Training and TA to LEAs **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord NH 03301</u>	
1.3 Contractor Name <u>Strafford Learning Center</u>		1.4 Contractor Address <u>317 Main Street, Somersworth, NH 03878</u>	
1.5 Contractor Phone Number <u>(603) 692-4411</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>134,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Special Education</u>		1.10 State Agency Telephone Number <u>(603) 271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Kevin J. Murphy Executive Director</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Strafford</u> On <u>8/20/14</u> , before the undersigned officer, personally appeared the person named in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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 <u>Cathy A. Cray</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia, M. Barry, Ph. D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

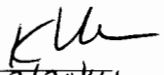
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 7/20/14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

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

The contractor will:

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

Initials: 

Date: 2/20/14

EXHIBIT B

Estimated Budget

Budget (through June 30, 2016)

Account Number: 06-056-56-562510-41070000-102-500731

	<u>FY2015</u>	<u>FY2016</u>
<u>Direct Costs</u>		
Contractual		
Contractual: 2 Trainers/Coaches, 110 days per year <i>(Contractual Description: SLC Standard Consultant Rate= \$524.98 per day or \$75 per hour and includes 29% fringe)</i>	\$57,747.80	\$57,747.80
Other Contractual: Mileage Reimbursement @ .55 per mile)	\$3,800.00	\$3,800.00
Other Direct Costs		
<u>Supplies (GoToMeeting: 1 organizer seat)</u>	<u>\$468.00</u>	<u>\$468.00</u>
Subtotal Direct Costs	\$62,015.80	\$62,015.80
<u>Indirect costs (8.0% of Direct Costs)</u>	<u>\$4,961.26</u>	<u>\$4,961.26</u>
Total Contract	\$66,977.06	\$66,977.06

Limitation of Price: This contract will not exceed \$134,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

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

Initials: 
Date: 2/20/14

EXHIBIT C
Special Provisions

none

Initials: *ktw*
Date: *2/20/14*

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STRAFFORD LEARNING CENTER is a New Hampshire nonprofit corporation formed June 8, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of February A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Jeni Mosca, Chairperson of Strafford Learning Center, do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the corporation.
2. The attached is a true and complete copy of the resolution adopted by the Executive Committee of the corporation at a meeting of that Committee of February 20, 2014 which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

Resolved: That the Executive Director, Kevin J. Murphy, is hereby authorized on behalf of this corporation to enter into the said contract with the State.

3. The following is a true and complete copy of a by-law adopted at a meeting on June 21, 2012.
4. The foregoing resolution and by-law are in full force and effect, unamended, as of the date hereof, and;
5. The following persons lawfully occupy the offices indicated below:

Jeni Mosca, Chairperson
Gail Kushner, Vice-Chairperson
James Morse, Assistant Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairperson of the corporation this 20th day of February, 2014.




Jeni Mosca, Chairperson

STATE OF NEW HAMPSHIRE


COUNTY OF STRAFFORD

On this 20th day of February, 2014, before the undersigned officer, personally appeared Jeni Mosca, known to me to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

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



Commissioner of Deeds
My Commission Expires: 9/17/17





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2014

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

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

PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108		CONTACT NAME: Pauline Proulx PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No): E-MAIL ADDRESS: pproulx@infantine.com	
INSURED Strafford Learning Center 317 Main Street Somersworth NH 03878		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance	NAIC # 23850
		INSURER B: Technology Insurance	NAIC # 42376
		INSURER C: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13/14 Master 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				11/1/2013	11/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				11/1/2013	11/1/2014	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				11/1/2013	11/1/2014	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below				10/3/2013	10/3/2014	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers						Each Policy Period 1,000,000
					11/1/2013	11/1/2014	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Confirmation of coverage

CERTIFICATE HOLDER

State of New Hampshire
 Department of Education
 101 Pleasant St.
 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

Sherry Harvey/PP1

Sherry Harvey

STRAFFORD LEARNING CENTER

FINANCIAL REPORT

JUNE 30, 2013

STRAFFORD LEARNING CENTER

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JUNE 30, 2013

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Strafford Learning Center
Somersworth, New Hampshire

We have audited the accompanying financial statements of Strafford Learning Center (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2013, and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

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

October 31, 2013

*Plodzik & Sanderson
Professional Association*

PLODZIK & SANDERSON
Professional Association | Accountants & Auditors

FINANCIAL STATEMENTS

*STRAFFORD LEARNING CENTER
STATEMENTS OF FINANCIAL POSITION
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012*

ASSETS	2013	2012
CURRENT ASSETS		
Cash and cash equivalents	\$ 453,575	\$ 451,918
Accounts receivable	228,413	263,539
Prepaid expenses	19,270	15,760
Total current assets	\$ 701,258	\$ 731,217
PROPERTY AND EQUIPMENT		
Land	\$ 5,000	\$ 5,000
Buildings and improvements	685,475	643,433
Equipment	93,706	93,706
	\$ 784,181	\$ 742,139
Less accumulated depreciation	387,075	359,066
Total property and equipment	\$ 397,106	\$ 383,073
INVESTMENTS	\$ 94,540	\$ 122,733
TOTAL ASSETS	\$ 1,192,904	\$ 1,237,023
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 48,214	\$ 21,125
Accrued expenses	63,974	61,879
Total current liabilities	\$ 112,188	\$ 83,004
NET ASSETS		
Unrestricted		
Net investment in property and equipment	\$ 397,106	\$ 383,073
Designated for miscellaneous purposes	519,604	21,679
Undesignated	164,005	749,267
	\$ 1,080,716	\$ 1,154,019
TOTAL LIABILITIES AND NET ASSETS	\$ 1,192,904	\$ 1,237,023

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

*STRAFFORD LEARNING CENTER
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012*

	<u>2013</u>	<u>2012</u>
UNRESTRICTED NET ASSETS		
REVENUE		
Program service revenue	\$ 5,428,856	\$ 4,930,556
Donations	750	1,080
Investment income	2,040	1,976
	<u>5,431,646</u>	<u>4,933,612</u>
TOTAL REVENUE	<u>\$ 5,431,646</u>	<u>\$ 4,933,612</u>
EXPENSES		
Program services:		
John Powers School	\$ 869,334	\$ 920,192
Occupational Therapy	639,318	631,585
Other programs	96,236	134,845
Speech Program	797,964	798,984
Physical Therapy	216,160	176,830
Preschool Education Program #5	235,567	218,889
Early Childhood Assessment Team	26,496	27,230
North Star	105,334	112,133
Vision Services	254,186	249,793
Deaf and Hard of Hearing	110,878	121,814
English for Speakers of Other Languages	146,345	151,176
Charles Ott Academy	269,310	284,354
Rochester Learning Academy	342,064	324,460
HOPE (Higher Outcomes Promote Education)	372,284	-
Dover Program Director	86,464	-
Consultants	397,047	320,007
	<u>\$ 4,964,987</u>	<u>\$ 4,472,293</u>
Support Services:		
Administrative and general	\$ 511,953	\$ 391,713
Property and equipment depreciation	28,009	27,189
	<u>\$ 539,962</u>	<u>\$ 418,902</u>
TOTAL EXPENSES	<u>5,504,949</u>	<u>4,891,195</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	\$ (73,303)	\$ 42,417
NET ASSETS - BEGINNING	<u>1,154,019</u>	<u>1,111,602</u>
NET ASSETS - ENDING	<u>\$ 1,080,716</u>	<u>\$ 1,154,019</u>

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

*STRAFFORD LEARNING CENTER
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012*

	<u>Net Investment in Property and Equipment</u>	<u>Board Designation Miscellaneous Purposes</u>	<u>Undesignated</u>	<u>Total</u>
NET ASSETS - June 30, 2011	\$ 361,413	\$ 24,017	\$ 726,172	\$ 1,111,602
Increase (decrease) in net assets	(27,568)	(7,038)	77,023	42,417
Transfers:				
Property and equipment acquisitions	49,228	-	(49,228)	-
Designations completed or expired	-	-	-	-
New designations	-	4,700	(4,700)	-
NET ASSETS - June 30, 2012	\$ 383,073	\$ 21,679	\$ 749,267	\$ 1,154,019
Increase (decrease) in net assets	(28,009)	-	(45,294)	(73,303)
Transfers:				
Property and equipment acquisitions	42,043	-	(42,043)	-
Designations completed or expired	-	(2,075)	2,075	-
New designations	-	500,000	(500,000)	-
NET ASSETS - June 30, 2013	<u>\$ 397,106</u>	<u>\$ 519,604</u>	<u>\$ 164,005</u>	<u>\$ 1,080,716</u>

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

STRAFFORD LEARNING CENTER
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
(WITH COMPARATIVE TOTALS FOR 2012)

	Program Services											
	John Powers School	Occupational Therapy	Other Programs	Speech Therapy	Physical Therapy	Preschool Education Program #5	Early Childhood Assessment Team	North Star	Vision	Deaf and Hard of Hearing	English for Speakers of Languages	Charles Ott Academy
Salaries and wages	\$ 585,717	\$ 502,515	\$ 79,755	\$ 581,307	\$ 171,168	\$ 163,571	\$ 18,045	\$ 72,033	\$ 187,194	\$ 85,653	\$ 104,659	\$ 172,849
Pension plan contributions	23,965	24,753	520	23,027	8,363	6,684	847	1,956	9,700	3,822	4,078	7,808
Other employee benefits	140,932	61,729	198	104,554	12,646	33,863	4,611	2,672	30,992	7,984	23,149	51,344
Payroll taxes	42,518	37,057	6,160	41,987	12,811	12,085	1,258	5,444	14,022	6,504	7,426	12,369
Legal and accounting fees	-	-	-	-	-	-	-	-	-	-	-	-
Materials and supplies	8,524	2,618	1,560	2,372	604	15,247	363	426	213	64	76	2,333
Telephone	1,374	400	-	-	417	-	-	893	180	-	-	907
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy	15,034	-	-	-	-	-	-	-	-	-	-	17,078
Equipment costs	9,711	1,490	3,055	1,685	623	559	862	-	-	-	-	488
Travel	5,146	2,583	1,486	5,592	3,661	72	280	2,475	10,019	5,724	5,116	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	834	-	-	-	-	-	-	-	-
Consultants	3,946	640	2,969	2,214	2,100	1,167	73	18,000	180	124	65	1,079
Contracted services	17,627	-	-	27,525	2,250	-	-	825	-	-	-	1,020
Insurance	10,197	5,533	533	6,867	1,517	2,319	157	610	1,686	1,003	1,776	2,035
Miscellaneous	4,643	-	-	-	-	-	-	-	-	-	-	-
Totals -	\$ 869,334	\$ 639,318	\$ 96,236	\$ 797,964	\$ 216,160	\$ 235,567	\$ 26,496	\$ 105,334	\$ 254,186	\$ 110,878	\$ 146,345	\$ 269,310
Year Ended June 30, 2013												
Totals -	\$ 920,192	\$ 631,585	\$ 134,845	\$ 798,984	\$ 176,830	\$ 218,889	\$ 27,230	\$ 112,133	\$ 249,793	\$ 121,814	\$ 151,176	\$ 284,354
Year Ended June 30, 2012												

(Continued)

*STRAFFORD LEARNING CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012*

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (73,303)	\$ 42,417
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	28,009	27,189
(Gain)/loss on disposal of assets	-	379
Unrealized (gain)/loss on investments	(246)	(83)
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	35,126	(34,289)
(Increase) decrease in prepaid expenses	(3,510)	(1,640)
Increase (decrease) in accounts payable	27,089	11,532
Increase (decrease) in accrued expenses	2,095	361
Net cash provided by (used in) operating activities	<u>\$ 15,260</u>	<u>\$ 45,866</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	\$ (42,043)	\$ (49,228)
Change in cash and cash equivalents in investments	<u>28,440</u>	<u>27,451</u>
Net cash provided by (used in) operating activities	<u>\$ (13,603)</u>	<u>\$ (21,777)</u>
Net increase in cash and cash equivalents	\$ 1,657	\$ 24,089
Cash and cash equivalents:		
Beginning	<u>451,918</u>	<u>427,829</u>
Ending	<u>\$ 453,575</u>	<u>\$ 451,918</u>

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Strafford Learning Center (“the Center”) is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The purpose of the Center is to provide for the establishment of special educational resource services and the coordination of resources and services to be available to students and individuals with short- and long-term disabilities in Strafford County and the surrounding areas. Substantially all revenue is derived from tuitions, fees, and contracts awarded by member and non-member school administrative units and school districts.

Accounting Method

Assets, liabilities, revenue, and expenses are reported on the accrual basis of accounting.

Basis of Presentation

Net assets of the Center and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met either by actions of the Center and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that must be maintained permanently by the Center. Generally, the donors of these assets permit the Center to use all or part of the income earned on related investments for general or specific purposes.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Cash and Cash Equivalents

For purposes of reporting the statement of cash flows, the Center considers all cash accounts and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Based upon a favorable history over a substantial period of time, the Center considers all accounts receivable as of June 30, 2013 and 2012 to be fully collectible. Therefore, no allowance for doubtful accounts has been established.

Investments

The Center carries investments in marketable equity securities with readily determinable fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to generally capitalize expenses for these items in excess of \$2,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Building and improvements	10-40
Equipment	5-7

Deferred Revenues

The Center receives revenues in advance of services performed. Revenues from such services are recognized in the reporting period to which they relate.

Revenue and Support

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions.

Advertising

The Center expenses advertising as incurred.

Income Taxes

The Center is a non-profit organization determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and not a private foundation within the meaning of Section 509(a).

Comparative Financial Information

The financial statements include certain prior-year comparative total amounts. Such total amounts do not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such amounts should be read in conjunction with the Center's financial statements for the year ended June 30, 2012, from which the comparative total amounts were derived.

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 (*Accounting for Uncertainty in Income Taxes*). The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2009. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 2 - PROGRAM SERVICES

John Powers School – alternative learning environment for students with behavioral/emotional disabilities in grades 1-9.

Preschool Education Program – special education program for ages 3-5.

Early Childhood Assessment Team – evaluation services for ages 3-6.

North Star – negotiates alternative pathways to high school completion.

Charles Ott Academy – project based learning program for grades 9-12.

Rochester Learning Academy – alternative learning environment for students with behavioral/emotional disabilities in grades 7-12.

HOPE (Higher Outcomes Promote Education) – alternative education environment for students K-5.

NOTE 3 - INVESTMENTS

Investments in marketable equity securities with readily determinable fair values are carried at fair value.

Investments at June 30, 2013 and 2012 were comprised of the following:

	2013	2012
Cash - Money Market	\$ 134,750	\$ 104,820
Equity - Guggenheim Bulletshares 2015	32,433	31,479
Equity - Guggenheim Bulletshares 2014	31,538	30,971
Equity - Guggenheim Bulletshares 2013	30,569	30,415
Equity - Guggenheim Bulletshares 2012	-	29,868
Total	<u>\$ 229,290</u>	<u>\$ 227,553</u>

Investment return at June 30, 2013 is summarized as follows:

Investment income, dividends and interest	\$ 1,794
Unrealized gains (losses)	246
	<u>\$ 2,040</u>
Withdrawals in accordance with spending policy	<u>\$ 1,794</u>

Investment return at June 30, 2012 is summarized as follows:

Investment income, dividends and interest	\$ 2,272
Unrealized gains (losses)	83
	<u>\$ 2,355</u>
Withdrawals in accordance with spending policy	<u>\$ 2,272</u>

STRAFFORD LEARNING CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2013 AND 2012

NOTE 3 - INVESTMENTS (Continued)

Investment Assets

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* was effective for fiscal year ended March 31, 2010. Topic 820-10 defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement). In February 2008, the FASB issued Topic 820-10, *Effective Date for FASB Statement*, which delays the effective date for Topic 820-10 for all nonrecurring fair value measurements of nonfinancial assets and nonfinancial liabilities. The Center does not expect that the adoption of Topic 820-10 will have a material impact on its financial statements.

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Center has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The Center's investments reported at fair value are summarized within the fair value hierarchy in accordance with Topic 820-10 as follows:

	Fair Value Hierarchy Level	2013	2012
Cash equivalents	1	\$ 134,750	\$ 104,820
Equities	1	94,540	122,733
		\$ 229,290	\$ 227,553

The Center's direct investments consist of cash and cash equivalents, and equity securities. Accordingly these direct investments are Level 1 investments. None of the Center's investments are Level 2 or Level 3 investments.

NOTE 4 - CONCENTRATION OF CREDIT RISK

Operating cash for the years ending June 30, 2013 and 2012 is deposited in one bank account. The daily balance in the account is swept into a repurchase agreement at the end of each day. These repurchase agreements are not classified as deposits insured by the Federal Deposit Insurance Corporation (FDIC). The repurchase agreements are collateralized by securities of the U.S. government or agency thereof. These securities are subject to market risks. Uninsured balances at June 30, 2013 and 2012 were \$520,955 and \$375,969, respectively.

For the years ended June 30, 2013 and 2012, the Center maintained additional cash equivalents with an investment brokerage. Balances at the brokerage are not covered by the FDIC. Securities in accounts custodied by the brokerage are protected by the Securities Investor Protection Corporation up to \$500,000 including up to \$100,000 in cash, in the event of the brokerage's liquidation. Additional coverage is purchased by the brokerage from an insurance company. These coverages do not protect against market fluctuations. At June 30, 2013 and 2012, these cash equivalents balances were \$134,750 and \$104,818, respectively.

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 5 - FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Center.

Cash and cash equivalents: The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values because of the short maturity of those items.

Receivables: The carrying amounts reported in the balance sheets for receivables approximate those assets fair values because of the short maturity of those items.

Prepaid expenses: The carrying amounts reported in the balance sheets for prepaid expenses approximate those assets fair values because of the short maturity of those items.

Accounts payable and accrued expenses: The carrying amounts reported in the balance sheets for accounts payable and accrued expenses approximate those liabilities fair values because of the short maturity of those items.

Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Center considers fair value concepts to test various long-lived assets for impairment. The Center has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

NOTE 6 - CREDIT ARRANGEMENT

The Center has available a line of credit with a bank for \$100,000. The unpaid principal balance under the loan is secured by a first lien on all corporate assets of the Center and shall bear interest at a fluctuating rate equal to the Wall Street Journal Prime Rate plus 1% adjusted daily. Interest payments are due monthly. Any principal outstanding is payable on demand. This agreement is subject to an annual review on October 29, 2013. At June 30, 2013 the Center had drawn \$-0- on the line of credit.

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 7 - BOARD DESIGNATED NET ASSETS

Amounts in the unrestricted net assets may be comprised of encumbrances and designations of funds by the Board of Directors and/or management for specified purposes, comprised as follows:

	2013	2012
Board approved designations:		
Revenue offset	\$ -	\$ -
Future facility capital reserve	500,000	
Other operating designations:		
PEP 5 Program	19,604	16,979
UNH Assistive Technology Team	-	4,700
Total	\$ 519,604	\$ 21,679

NOTE 8 - 403(B) TAX SHELTERED ANNUITY PROGRAM

The Center has a 403(b) tax sheltered annuity (TSA) program for the benefit of its employees. Employees are eligible to participate in the plan if they work a minimum number of hours per week. The Center is obligated to match 100% of employee contributions up to 4-6% of each participant's base pay, depending on the employee's length of employment. The contributions made by the Center for the years ended June 30, 2013 and 2012 were \$160,247 and \$118,936, respectively.

NOTE 9 - UNEMPLOYMENT COMPENSATION

The Center has elected not to participate in the New Hampshire Unemployment Compensation Fund. As such, the Center is liable to pay any benefits to terminated employees who would have otherwise been eligible for unemployment benefits from the State of New Hampshire. Included in accrued expenses for the years ended June 30, 2013 and 2012 were \$9,299 and \$9,430, respectively, representing the Center's estimate of unemployment claims liability.

NOTE 10 - LEASE COMMITMENT

The Center rents several facilities as office and program service space under month-to-month and one three year lease. Monthly rent is \$8,640. Total rent expense for the years ended June 30, 2013 and 2012 was \$95,384 and \$59,053, respectively.

The Center leases two copier machines at \$401 per month for 48 months. The terms of the leases are September 2011 through July 2016.

Future minimum lease payments under these leases as of June 30, 2013 are as follows:

2014	\$ 92,653
2015	63,055
2016	43,381
2017	38,400
2018	3,200
	\$ 240,689

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 11 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	<u>2013</u>	<u>2012</u>
Employee withholding	\$ 32,633	\$ 30,557
Accrued payroll	7,034	7,761
Accrued vacation	13,442	12,575
Accrued payroll taxes	1,567	1,556
Unemployment compensation liability	9,299	9,430
	<u>\$ 63,975</u>	<u>\$ 61,879</u>

NOTE 12 - RECLASSIFICATIONS

Certain amounts in the prior year financial report have been reclassified for comparative purposes to conform to the current year presentation.

NOTE 13 - CONTINGENCY

The Center occasionally is involved in certain claims incidental to its services. Based on consultation with legal counsel, management is of the opinion that any claims, either individually or in the aggregate, to which the Center is a party will not have a material adverse effect on the Center's financial position or results of its activities.

NOTE 14 - SUBSEQUENT EVENT

The Center did not have any recognized or unrecognized subsequent events after June 30, 2013, the date of the statement of financial position. Subsequent events have been evaluated through October 31, 2013, the date the financial statements were available to be issued.

Strafford Learning Center

No Board member receives compensation for serving on the Board of Directors

Kevin Murphy, SLC Executive Director

Jim Morse, SAU #5 Superintendent

Antonio Fernandes, SAU #11 Superintendent

Rocky D'Andrea, SAU #11 Representative

Robert Gadowski, SAU #44 Superintendent

Scott Bulger, SAU #44 Representative

Jeni Mosca, SAU #56 Superintendent

Paula Woolley, SAU #56 Representative

Steve Welford, SAU #61 Superintendent

Penny Morin, SAU #61 Representative

Michael Tursi, SAU #64 Superintendent

Andy Crone, SAU #64 Representative

Gail Kushner, SAU #74 Superintendent

Moira Taylor, SAU #74 Representative

Principal Staff

Name	Project Role	Full Time Equivalent (FTE)
Heidi Wyman	Lead Regional PD Intermediary Trainer/Coach	.59%
Jill Heath	Regional PD Intermediary Trainer/Coach for ELOs	.15%

JILL A. HEATH

EDUCATION

- University of New Hampshire, Master of Social Work 2003-2005
• New England Pastoral Institute, Internship Durham, NH
• Pearl Manor Assisted Living Facility, Internship
- Dowling College, Master of Science in Elementary Education 1986-1988
• Accomsett Elementary School, Student Teaching Practicum Oakdale, NY
• Advanced Certificate in Computer Education
- Adelphi University, Bachelor of Business Administration 1984-1986
Garden City, NY

PROFESSIONAL EXPERIENCE

- Strafford Learning Center 2005- Present
Program Director and Field Worker Somersworth, NH
Administrator for Charles Ott Academy and North Star Drop Out Prevention and Recovery Program.
• Responsible for overseeing services, budget, staff and program outcomes.
• Engage high school age at-risk youth students in their education through field work and counseling.
• Collaborate with regional agencies and school districts to coordinate services for students.
- Longview School 2000-2005
Teacher & Counselor Deerfield, NH
Taught multi age and ability level classes in alternative, special education high school for out-of-district placement students with learning, behavioral, and emotional disabilities.
• Adventure-based counselor and co-leader of a team participating in activities such as backpacking, canoeing, rock climbing, mountain biking, skiing, and overnight expeditions.
• Designed and taught individualized computer, health, physical education, and life skills curricula.
• Wrote grant proposal and was awarded funding for building a nature center on campus.
• Event coordinator of annual fund-raising mountain bike race.
• Staff advisor to yearbook production and school run store.
- James Mastricola Middle School 1989-1994
Computer Specialist & Teacher Merrimack, NH
Developed and taught computer class curriculum. Coordinator and faculty advisor responsible for the computer related school-wide policies, inventories and budget.
• Staff development instructor and presenter at state-wide conferences.
• Active member of district long-range planning committee.
• High school ski team coach.

Jill A. Heath

Eastern Mountain Sports

1984-1994

Sales Associate

Carle Place, NY & Manchester, NH

Provided information and instruction on the use and operation of outdoor gear ranging from rock climbing to sea kayaking. Extensive customer service training.

SCOPE Outdoor Learning Lab

1988

Coordinator & Instructor

Smithtown, NY

Coordinated residential programs and taught environmental concepts and interdisciplinary subjects in a hands-on format to students, grade 2-12, of all abilities and socioeconomic backgrounds.

VOLUNTEER EXPERIENCE

New England Telemark

2003-Present

Ski Instructor

National Geographic Expeditions and Smithsonian Institution

1990

Field Assistant

Varirata National Park, Papua New Guinea

Volunteered on a project studying and observing the birds of the rain forest.

Smithsonian Institution

1988-1989

Biological Technician

Sian Ka'an Biosphere Reserve, Quintana Roo, Mexico

Volunteered as a research assistant on a project designed to study the effects of deforestation on North American migrant birds.

Long Point Bird Observatory

1988

Field Assistant

Ontario, Canada

Volunteered as a research assistant learning essential elements of mist-netting and censusing migrant songbirds and owls of North America:

COMPUTER KNOWLEDGE

Proficient on Macintosh and Windows operating systems

Word Processing Data Management Graphic Design

Desktop Publishing Spreadsheet Web Page Design Statistical Analysis Software

WORK EXPERIENCE

Director *2004-present*

Transition Resource Network at Strafford Learning Center

- ◆ Responsible for development of regional intermediary for secondary transition, partnering with school districts, community organizations, students and families, obtaining sustainable program funding via federal, state and local grants and fee-for-service contracts
- ◆ Services include:
 - Providing technical assistance on Indicator 13 compliance to school districts
 - Designing innovative program for 18-24 year olds at Great Bay Community College, START Hospitality Certificate
 - Leading State and Local Community of Practice activities
 - Providing of Personal Futures Planning for youth and families
 - Providing professional development in all above topics

Development and Communications Coordinator, Community Partners *2002-2004*

- ◆ Achieved 95% success rate obtaining federal state and local funding
- ◆ Drove agency name change process
- ◆ Composed press releases, produced monthly newsletter and other media pieces
- ◆ Participated in community collaborations and networking efforts

Volunteer Coordinator, Seacoast Hospice *2000-2002*

- ◆ Recruited, trained, and managed 200+volunteers; Consolidated program data and expanded ACCESS data base; Organized innovative recognition and education events; Produced newsletters, flyers and other print media; Maintained compliance with state and federal regulations; updated policies and procedures

Day of Caring Coordinator, United Way of the Greater Seacoast *Summer 2000*

- ◆ Coordinated placement of 1300 corporate and community volunteers in 242 project assignments in Rockingham and Strafford County non-profit agencies; improved matching system using ACCESS; obtained financial and volunteer commitments from corporate sponsors and skilled professionals

Acting Administrator, KidCare of Eliot *Summer 2000*

- ◆ Maintained agency administrative functions during executive director search

MSW Intern, United Way of the Greater Seacoast *1999-2000*

- ◆ Spoke before corporate audiences of 20-200 people; participated in regional housing coalition; obtained a \$7500 grant for United Ways of New Hampshire; staffed allocations panels and analyzed grants for volunteer review

Research Assistant, University of New Hampshire *1999-2000*

- ◆ Co-authored national study of corporate giving strategies

Residential Services Team Leader and Home Care Provider

Options in Community Living

1996-2000

- ◆ Supervised residential staff; developed and implemented client objectives, budgeted facility funds and monitored facility maintenance; resided with a woman with developmental disabilities, assisting her with daily living skills, socialization, and medical care

Intake Coordinator, Developmental Service of Strafford County

1999

- ◆ Provided home visits, intake assessments, and short-term case management to adults and children referred for services

EDUCATION

May 2000 Master of Social Work

Concentration in Human Services Administration and Community Organization
University of New Hampshire, Durham NH

May 1993 Bachelor of Arts

Dual Major: Mathematics and Graphic Communications
Franklin Pierce College, Rindge NH

RELATED TRAINING

Methods Models and Tools, (2010) Patty Cotton, M.Ed., and Pam McPhee, MSW; An intensive five-day course designed to help develop the competencies needed to facilitate consumer- and family-directed life planning,

Transition Outcomes Project (TOPS) Training, (2007) Dr. Ed O'Leary

Youth Transition Person/Environment Match Training (2005), Dr. Charles Robinson Career assessment training designed to increase regional capacity for establishing and planning for post school and career goals for youth with disabilities

National Secondary Transition Technical Assistance Center State Planning Institutes (2006-2010)

PROFESSIONAL MEMBERSHIPS

New Hampshire Transition Community of Practice Coordinating Group (2006-present);
Transition Summits 3 and 5 Co-chair (2010 and 2012); CoP Professional Development
Committee Member (2010-present); CoP ELO Workgroup Member (2011-present)

Greater Seacoast Workforce Coalition Facilitator 2008-2011

United Way of the Greater Seacoast Board Member (2008-2009); Community Impact
Investment Committee (2009-present); One Voice Substance Abuse Prevention Coalition (2008-
2010)

FOR INFORMATION ONLY

G & C Letter # _____

G & C Date 3-20-13

APPROVED: _____

Page # _____

Item # 68

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



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

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

February 28, 2013

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

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with Strafford Learning Center, Somersworth, NH (Vendor Code 155286) to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG). This grant will be in effect from date of Governor and Council approval through June 30, 2014 in an amount not to exceed \$100,500.00. These are 100% Federal funds.

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

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-102-500731	\$33,500.00	\$67,000.00

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

Explanation

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

Her Excellency Governor Margaret Wood Hassan

And the Honorable Council

Page Two

February 28, 2013

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

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

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

Strafford Learning Center is a private, non-profit organization committed to offering high quality special education and training to over thirty school districts throughout the seacoast region. Strafford Learning Center provided secondary transition training to districts under the NH State Improvement Grant II and thus is highly qualified to continue this work under the SPDG. Therefore, Strafford Learning Center, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

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

TDD Access: Relay NH 711

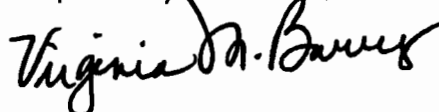
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

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

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

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

Respectfully submitted,



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

VMB/alj

Attachments

Subject:

NH SPDG Grant Regional Intermediary to Provide Training and TA to LEAs

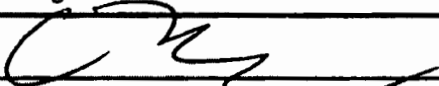
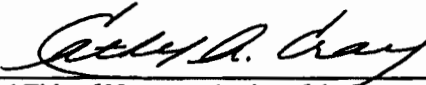
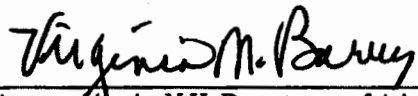
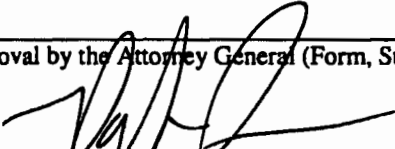
FORM NUMBER P-37 (version 1/09)

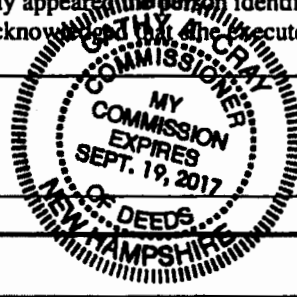
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord NH 03301	
1.3 Contractor Name Strafford Learning Center		1.4 Contractor Address 317 Main Street, Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 692-4411	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation 100,500.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin J. Murphy, Executive Director	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Strafford</u> On <u>1/24/13</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 she 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 Cathy A. Cray			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia, M. Barry, Ph. D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3/5/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *KM*
Date *1/24/13*

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *KMS*
Date *1/24/13*

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

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

The contractor will:

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


Initials: 
Date: 1/24/13

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)

Account Number: 06-056-56-562510-41070000-102-500731

	<u>FY2013</u>	<u>FY2014</u>
<u>Other</u>		
Supplies	\$ 456.34	\$ 810.00
Contractual (4 Trainers/Coaches @ 515.20(FY13); @\$524.98(FY14))	\$29,366.40	\$57,222.82
Other (mileage reimbursement)	<u>\$ 1,200.00</u>	<u>\$ 4,000.00</u>
Total Other	\$31,022.74	\$62,032.82
Total Direct Costs	\$ 31,022.74	\$62,032.82
Indirect costs 8.0% of total direct costs	<u>\$ 2,481.82</u>	<u>\$ 4,962.62</u>
Total Contract	\$ 33,504.55	\$66,995.44

Limitation of Price: This contract will not exceed \$100,500.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

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

Initials: *KLM*
Date: *1/24/13*

EXHIBIT C
Special Provisions

none

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Initials: *KW*
Date: *1/21/13*