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Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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August 28, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$73,011.83 to provide Postsecondary Transition services, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 100% General Funds.

	<u>Vendor Code</u>	<u>FY18</u>
International Institute of New England	177551	\$20,000.00
Nashua Adult Learning Center	167121	\$45,811.83
Southern New Hampshire Services, Inc. – Portsmouth	177198	\$ 7,200.00
	Total:	\$73,011.83

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-601-500931	State Fund Match	\$73,011.83
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EXPLANATION

Approval of this request will allow the three (3) contractors to provide Postsecondary Transition services for students enrolled in adult education and literacy activities as well as students in the community who need assistance with preparation for successful transition to postsecondary education, training, and/or employment.

A Request for Proposals (RFP) was released March 3, 2017 on the NH Department of Education's website and published in the Manchester Union Leader on March 3, 2017. All state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Seven proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications (See Attachment A). Funds were awarded to three private-not-for-profit organizations and three school districts, based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

His Excellency, Governor Christopher T. Sununu
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August 28, 2017
Page 2

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/Postsecondary Transitions/

Attachment A

A request for Postsecondary Transition Services proposals for the term of three (3) years was released on March 3, 2017. The notice was published in the Union Leader on March 3, 2017, posted on the NH Department of Education's website and sent electronically to any party expressing an interest in submitting an application.

Only applications submitted by eligible providers were granted funding. The Bureau of Adult Education defines an eligible provider as:

The term "eligible provider" means an organization that has **demonstrated effectiveness** in providing adult education and literacy activities that may include—

- (A) a local educational agency;
- (B) a community-based organization or faith-based organization;
- (C) a volunteer literacy organization;
- (D) an institution of higher education;
- (E) a public or private nonprofit agency;
- (F) a library;
- (G) a public housing authority;
- (H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
- (I) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and
- (J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following criteria:

- **Serving the Most in Need:** How well does the proposed program serve individuals in the community, who already have a high school credential or are earning a high school equivalency certificate, but do not have the skills to be successful in postsecondary education, training, or employment?
- **Service Delivery Format and Schedules:** How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time and counseling time per week, and appropriate delivery methods?
- **Proposed Curricula:** How well does the proposed program provide curricula designed to meet the needs of the participants, especially through alignment with postsecondary education and training programs?
- **Collaborations:** How well does the proposed program partner and collaborate with local community-based organizations, postsecondary institutions, training providers and employers?
- **Program Goals:** How well does the proposed program set realistic objectives and provide quality staff for planned programming?
- **Integration of Technology Services and Digital Systems:** How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- **Meeting Program Outcomes:** How does the proposed program plan to demonstrate positive outcomes including successful transition into postsecondary education, training, and/or employment?
- **Reporting:** How well does the proposed program collect, store, enter, and analyze students and program data?
- **Implementation Timeline:** Will the proposed program be positioned to start by September 15, 2017?
- **Budget and Budget Narrative:** How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

All applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

Composite Technical Score	Eligible Provider with Demonstrated Effectiveness	200
	Operational Capacity	100
	Total Composite Technical Score (Minimum of 150)	300
Program Design	Serving the Most in Need	100
	Service Delivery Format and Schedules	75
	Proposed Curricula	75
	Collaborations	75
	Program Goals	100
	Integration of Technology Services and Digital Systems	50
	Meeting Program Outcomes	75
	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	TOTAL SCORE (Minimum of 500)	1000

Reviewers:

- Amity Small, Assistant Principal at Londonderry High School and Director of Alternative Learning with more than 15 years of experience in adult education programs.
- Lauren Smith, State Director for the Office of Apprenticeship, US Department of Labor with more than 20 years of experience in workforce education.
- Kerry Cook, Associate Professor of Math at New Hampshire Technical Institute, former adult education teacher with more than 10 years of experience in developmental education.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

Geographic Distribution

The RFP specified that there be at least one program in the vicinity of the seven community colleges of New Hampshire.

Community College Locations	Postsecondary Transitions Program
Great Bay – Portsmouth	3
Lakes Region – Laconia	No applications received
Manchester	1
NHTI – Concord	No applications received
Nashua	1
River Valley – Claremont	1
White Mountains - Berlin	None recommended for funding

Attachment B

Funding Recommendations:

Private-not-for-profit Organizations

Community College Area	Organization	FY 18 Budget	Number to be Served	Average Score
Great Bay Community College – Portsmouth	Southern NH Services, Inc. – Portsmouth Adult Education	\$7,200.00	12	727
Manchester Community College	International Institute of New England	\$20,000.00	10	916
Nashua Community College	Nashua Adult Learning Center	\$45,811.83	110	906
White Mountain Community College - Berlin	Coos County Adult Education (North Country Education Services)	Not Recommended for Funding		458
	TOTALS	\$73,011.83	132	

School Districts

Community College Area	Organization	FY 18 Budget	Number to be Served	Average Score
Great Bay Community College – Portsmouth	Dover Adult Learning Center (SAU #11)	\$14,953.53	110	916
	Exeter Adult Learning Center (SAU #16)	\$18,981.51	40	921
River Valley Community College	Claremont Adult Education (SAU #6)	\$8,152.41	30	768
	TOTALS	\$42,087.45	180	

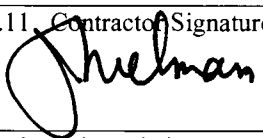
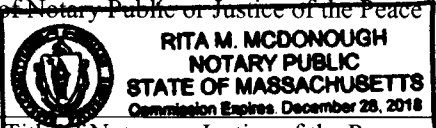
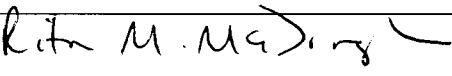
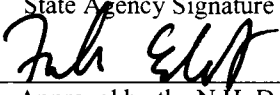
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 1850 Elm Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-647-1500	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>8-25-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rita M. McDonough</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-30-17</u> <u>FRANK EDELBLUT, 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) (if applicable) By: <u>Eric B. McIntyre</u> On: <u>8/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 1850 Elm Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford, and Goffstown.

Project Description

Project: Postsecondary Transition Services

Postsecondary Transition provides services for students enrolled in adult education and literacy activities as well as students in the community who need assistance with preparation for successful transition to postsecondary education, training, and/or employment. Services are provided through small groups, workshops, tutoring, and/or counseling.

International Institute of New England in Manchester will provide the following services:

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving eligible students for the Postsecondary Transition program including individuals with high school credentials, those who have recently graduated or those close to graduation, especially English language learners, individuals with disabilities, low-income individuals, and individuals with barriers to employment.

Service Delivery, Format, and Schedules

- The Contractor must provide a program delivery service that enables individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.

Proposed Curricula

- The Contractor must provide activities so that an individual acquired the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship.
- The Contractor must provide curricula that is aligned with the College & Career Readiness Standards for Adult Education, the K-12 Career Development Framework, and/or foundational coursework at the NH Community College System.
- The Contractor must provide transition counseling or navigation services.

Collaborations

- The Contractor must collaborate with a public college or university, adult education programs, and should include partnerships with WIOA Core Partners and local employers.

Program Goals

- The Contractor must offer a program that is of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
- The Contractor must develop and use course objectives that describe the skills or competencies that students will have upon completion.

Integration of Technology Services and Digital Systems

- The Contractor must effectively use technology service and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning.
- The Contractor must provide instruction in the digital literacy skills necessary for success in postsecondary education, training, and/or employment.

Meeting Program Outcomes

- The Contractor must assess student progress through one of the following methods:
 - Pre- and post-testing using the locally-accepted entrance exam such as the Accuplacer or the TOEFL.
 - Earning an employment certificate such as the National Career Readiness Certificate.
 - Earning a certificate that ensures the student will be able to enroll in credit-bearing courses at a public college or university.
 - Earning a Carnegie credit for a secondary level course that is a prerequisite for entrance into an occupational specific training.

Reporting

- The Contractor must track and report on outcomes for the overall program objective of student transition into postsecondary education, training, and/or employment.
- The Contractor must use the data system provided by the Bureau of Adult Education for collecting and storing demographic information, attendance records, testing results, and follow up outcomes.

Implementation Timeline

- The Contractor must have the program fully functional by September 15, 2017 or have a timeline approved by the Bureau of Adult Education on file.

Anticipated number of students served in the Postsecondary Transitions program:

FY18
10

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT	FY18
Counseling Staff	\$6,387.00
Teaching Staff	4,550.00
Counseling Benefits	1,469.00
Teacher Benefits	1,046.50
Cleaning Services	500.00
Rent	3,000.00
Telephone	600.00
Travel	130.50
Workbooks & Printed Media	500.00
Indirect Cost	1,817.00
Totals	\$20,000.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$ 20,000.00
2. The total of all approved budgets within this contract period shall not exceed \$ 20,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual State funds for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of state funds and/or costs expended on individuals who were erroneously determined to be eligible for services.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of State funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$20,000.00

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-601-500931 State Fund Match	\$20,000.00

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

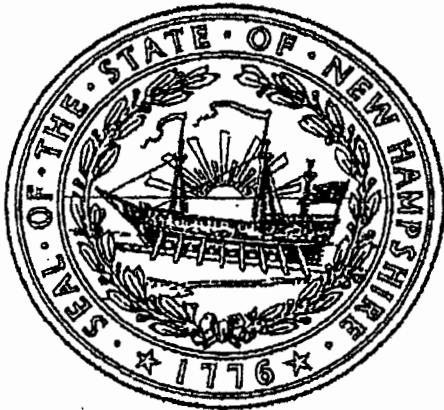
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C. No. Ext): 1-877-945-7378		FAX (A/C. No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Insurance Company	18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W2614323 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PHPK1649669	05/05/2017	05/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PHPK1649669	05/05/2017	05/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property Business Income/Extra Expense	N	N	PHPK1649669	05/05/2017	05/05/2018	\$399,616 \$3,225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER NH Department of Education 21 South Fruit Street, Suite #20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Julu M Powers</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Patricia Condon PHONE (A/C, No, Ext): (781) 792-3243 E-MAIL ADDRESS: patricia.condon@hubinternational.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED International Institute Of New England, Inc. 2 Boylston Street, 3rd floor Boston, MA 02116	INSURER A: Travelers Property Casualty Company of America		NAIC # 25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6JUB9975L65416	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Department of Education 21 South Fruit Street, Suite #20 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
--	--

Certificate of Authority

I, Deborah Shufrin, Assistant Clerk/Secretary of International Institute of New England, Inc., do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on June 22, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: International Institute of New England, Inc. will enter into a contract with the NH Department of Education to provide English as Second Language, Integrated Education & Training, and Integrated English Literacy and Civics Education. This resolution shall remain in effect until specifically revoked.

That: The International Institute of New England, Inc.'s Board of Directors has named Jeffrey Thielman as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on December 6, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

- Jeffrey Thielman, President and CEO
- Rita McDonough, CFO
- Alexandra Weber, Chief Program Officer
- William Krause, Secretary/Clerk
- Deborah Shufrin, Assistant Secretary/Clerk
- Zoltan Csimma, Board Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 28th day of August 20 17.

(Corporate Seal if any)


Clerk/Secretary

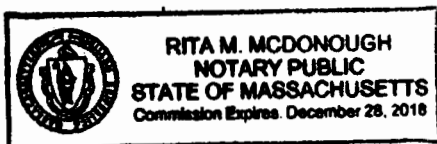
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

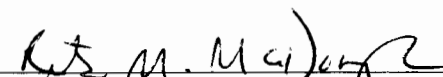
STATE OF MASSACHUSETTS

COUNTY OF Suffolk

On 8.28.17, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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




Notary Public/Justice of the Peace



BOARD OF DIRECTORS

Douglas Bailey, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Julie Hogan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Christine Brennan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Amy Hsuan
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Zoltan Csimma, Board Vice-Chair
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Stephen Kasmouski
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Jean Franchi, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Shari Loessberg
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Ginger Gregory, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

William Krause, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Taeiss Haghighat, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Rita McDonough, Treasurer (non-voting)
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Rushna Tejani Heneghan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Frederick Millham, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Directors Serve Without Compensation.



**International
Institute of
New England**

**Deborah Shufrin, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990**

**David Sullivan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990**

**Jeffrey Thielman, President and CEO
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990**

**Michael Wyzga, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990**



Salary Information for Key Personnel

International Institute of New England
 Project: Postsecondary Transitions

Counseling Staff						
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education Transitions Navigator	To be hired	30	52	\$17.50	\$27,300.00
2	Employment Transitions Navigator	To be hired	30	52	\$17.50	\$27,300.00
					Counseling TOTAL	\$35,360.00

Education Transitions Navigator

Reports to: Education Manager

Status: Non-exempt

Overview:

The Education Transitions Navigator will provide college readiness coaching to students enrolled in the IET, ESL, and IELCE Programs who are interested in a transition to post-secondary education in order to support them in attaining goals set.

This position will work at one of the three IINE Manchester Adult Learning Centers. All Navigators engage in ongoing, job-embedded, and collaborative professional learning and other required trainings. Navigators are expected to support College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals.

Qualifications:

- Bachelor's Degree in Human Services, Counseling, Education, or related field.
- Minimum of 2 years of related experience in client coaching particularly in college and career readiness.
- Strong counseling skills required.
- Minimum of 1 year of adult teaching experience, preferably with immigrant populations.
- Strong computer skills required.
- Excellent organizational, verbal, written, and interpersonal skills.
- Ability to prioritize duties in a fast-paced environment.
- Proficiency in additional languages a plus.
- Candidate must have dedication to the human rights of refugees, immigrants, and asylees.
- Self-motivated, able to work in a team and independently.
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to coaching
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration
- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Organize and manage small group learning opportunities.
- Provide one-on-one tutoring and pair participants with volunteer mentors.
- Provide HiSET and TOEFL test preparation.
- Provide college preparation programming to support participants adjustment to the college classroom environment.
- Assist students to set and meet college and career planning goals.
- Provide information to students about career planning, educational opportunities, and personal goal setting strategies.
- Build relationships with training providers, career centers, community colleges, and other community agencies to facilitate referrals to skills training and educational opportunities.
- Develop written education, career, and family (ECF) plans for all students.
- Establish positive and trusting relationships with students by fostering student accountability and effective use of resources.
- Assist students with career research and planning, including job search and placement.
- Monitor student participation in meeting goals and meet with students to assess progress.
- Coordinate workshops and activities that supplement and support instructional curriculum, including those activities related to community planning.
- Maintain hard-copy and electronic records (in SMARTT) with complete confidentiality and accuracy, including intakes, student enrollment, goals, student assessments
- Attend academic advising trainings, required funding meetings/conferences, site and program meetings.
- Coordinate activities for interns/volunteers, including creating materials for small group sessions and field trips.
- Attend regular calibration sessions for CASAS and TABE Clas-E Writing.
- Perform other related duties as needed including assisting with administering and scoring evaluations, maintaining the wait list, and providing weekly attendance updates.

Employment Transitions Navigator

Reports to: Employment and Training Manager

Status: Non-exempt

Overview:

The Employment Transitions Navigator will provide career readiness coaching to students enrolled in the IET, ESL, and IELCE Programs who are interested in career growth.

This position will work at one of the three IINE Manchester Adult Learning Centers. All Navigators engage in ongoing, job-embedded, and collaborative professional learning and other required trainings. Navigators are expected to support College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals.

Qualifications:

- Bachelor's Degree in Human Services, Counseling, Education, or related field.
- Minimum of 2 years of related experience in client coaching particularly in college and career readiness.
- Strong counseling skills required.
- Minimum of 1 year of adult teaching experience, preferably with immigrant populations.
- Strong computer skills required.
- Excellent organizational, verbal, written, and interpersonal skills.
- Ability to prioritize duties in a fast-paced environment.
- Proficiency in additional languages a plus.
- Candidate must have dedication to the human rights of refugees, immigrants, and asylees.
- Self-motivated, able to work in a team and independently.
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to coaching
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration
- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Organize and manage small group learning opportunities.

- Provide one-on-one tutoring and pair participants with volunteer mentors.
- Provide on-the-job training and facilitation for new job placements.
- Assist students to set and meet college and career planning goals.
- Provide information to students about career planning, educational opportunities, and personal goal setting strategies.
- Build relationships with training providers, career centers, community colleges, and other community agencies to facilitate referrals to skills training and educational opportunities.
- Establish positive and trusting relationships with students by fostering student accountability and effective use of resources.
- Assist students with career research and planning, including job search and placement.
- Monitor student participation in meeting goals and meet with students to assess progress.
- Coordinate workshops and activities that supplement and support instructional curriculum, including those activities related to community planning.
- Maintain hard-copy and electronic records (in SMARTT) with complete confidentiality and accuracy, including intakes, student enrollment, goals, student assessments
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- Attend regular calibration sessions for CASAS and TABE Clas-E Writing.
- Perform other related duties as needed including assisting with administering and scoring evaluations, maintaining the wait list, and providing weekly attendance updates.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Financial Position
September 30, 2016 and 2015

Assets	2016	2015
Current Assets:		
Cash - operating	\$ 897,308	\$ 321,480
Grants, contracts and other receivables	763,475	456,169
Prepaid expenses and other	27,203	27,286
Cash - escrow	-	500,000
Short-term investments	-	1,260,000
Total current assets	1,687,986	2,564,935
Investments	8,129,057	8,782,486
Property and Equipment, net	2,080,248	55,008
Security Deposits	92,764	6,000
Total assets	\$ 11,990,055	\$ 11,408,429
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 388,266	\$ 46,850
Accrued expenses	311,762	1,481,596
Current portion of deferred rent and lease incentive	110,782	-
Deferred revenue	37,409	9,439
Total current liabilities	848,219	1,537,885
Deferred Rent and Lease Incentive, net of current portion	1,063,224	-
Total liabilities	1,911,443	1,537,885
Net Assets:		
Unrestricted:		
Operating	9,374,814	9,689,240
Property and equipment	678,351	55,008
Total unrestricted	10,053,165	9,744,248
Temporarily restricted	25,447	126,296
Total net assets	10,078,612	9,870,544
Total liabilities and net assets	\$ 11,990,055	\$ 11,408,429

The accompanying notes are an integral part of these combined statements.

Page 2

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2016 and 2015

	2016			2015		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues:						
Contract services	\$ 4,075,093	\$ -	\$ 4,075,093	\$ 4,071,098	\$ -	\$ 4,071,098
Donated goods and services	786,536	-	786,536	577,429	-	577,429
Grants and contributions	83,517	139,895	223,412	44,793	365,776	410,569
United Way allocation	115,679	-	115,679	116,820	-	116,820
Special events	93,659	-	93,659	193,891	-	193,891
Miscellaneous	33,483	-	33,483	1,698	-	1,698
Rental income	-	-	-	433,536	-	433,536
Net assets released from program restrictions	240,744	(240,744)	-	468,779	(468,779)	-
Total revenues	<u>5,428,711</u>	<u>(100,849)</u>	<u>5,327,862</u>	<u>5,908,044</u>	<u>(103,003)</u>	<u>5,805,041</u>
Expenses:						
Program services	4,422,262	-	4,422,262	4,411,729	-	4,411,729
General and administrative	1,259,198	-	1,259,198	891,753	-	891,753
Fundraising	317,974	-	317,974	216,240	-	216,240
Facilities	-	-	-	707,067	-	707,067
Total expenses	<u>5,999,434</u>	<u>-</u>	<u>5,999,434</u>	<u>6,226,789</u>	<u>-</u>	<u>6,226,789</u>
Changes in net assets from operations	<u>(570,723)</u>	<u>(100,849)</u>	<u>(671,572)</u>	<u>(318,745)</u>	<u>(103,003)</u>	<u>(421,748)</u>
Non-Operating Revenue (Expenses):						
Net investment gain (loss)	785,728	-	785,728	(534,458)	-	(534,458)
Capital grants	-	93,912	93,912	-	-	-
Net assets released from capital restrictions	93,912	(93,912)	-	-	-	-
Gain on sale of building, net of related income taxes of \$1,231,525	-	-	-	10,650,189	-	10,650,189
Amortization of financing fees	-	-	-	(184,549)	-	(184,549)
Total non-operating revenue (expenses)	<u>879,640</u>	<u>-</u>	<u>879,640</u>	<u>9,931,182</u>	<u>-</u>	<u>9,931,182</u>
Changes in net assets	308,917	(100,849)	208,068	9,612,437	(103,003)	9,509,434
Net Assets:						
Beginning of year	9,744,248	126,296	9,870,544	131,811	229,299	361,110
End of year	<u>\$ 10,053,165</u>	<u>\$ 25,447</u>	<u>\$ 10,078,612</u>	<u>\$ 9,744,248</u>	<u>\$ 126,296</u>	<u>\$ 9,870,544</u>

The accompanying notes are an integral part of these combined statements.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Cash Flows
For the Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 208,068	\$ 9,509,434
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net realized and unrealized (gains) losses on investments	(785,728)	534,458
Gain on sale of building	-	(11,881,714)
Depreciation and amortization	54,180	341,859
Amortization of lease incentive	(18,464)	-
Capital grants	(93,912)	-
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(212,806)	(56,353)
Prepaid expenses and other	83	(7,734)
Security deposits	(86,764)	-
Accounts payable	19,025	(211,987)
Accrued expenses	61,691	1,242,863
Deferred rent	84,648	-
Deferred revenue	27,970	(10,882)
	<u>(742,009)</u>	<u>(540,056)</u>
Net cash used in operating activities		
Cash Flows from Investing Activities:		
Investment purchases	(4,430,297)	(10,576,944)
Proceeds from sale/transfer of investments	7,129,454	-
(Increase) decrease in cash - escrow	500,000	(500,000)
Acquisition of property and equipment	(1,757,029)	(44,211)
Proceeds from sale of building	-	17,766,479
Unrelated business income taxes paid	(1,231,525)	-
	<u>210,603</u>	<u>6,645,324</u>
Net cash provided by investing activities		
Cash Flows from Financing Activities:		
Proceeds from lease incentive	1,013,322	-
Capital grants	93,912	-
Principal payments on long-term debt	-	(6,531,318)
	<u>1,107,234</u>	<u>(6,531,318)</u>
Net cash provided by (used in) financing activities		
Net Change in Cash	575,828	(426,050)
Cash:		
Beginning of year	<u>321,480</u>	<u>747,530</u>
End of year	<u>\$ 897,308</u>	<u>\$ 321,480</u>
Supplemental Disclosure of Cash Flow Information:		
Property and equipment financed through accounts payable	<u>\$ 322,391</u>	<u>\$ -</u>
Cash paid for interest	<u>\$ -</u>	<u>\$ 174,524</u>
Cash paid for unrelated business income taxes	<u>\$ 1,231,525</u>	<u>\$ 96,225</u>

The accompanying notes are an integral part of these combined statements.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statement of Functional Expenses
For the Year Ended September 30, 2016

(With Summarized Comparative Totals for the Year Ended September 30, 2015)

	2016			2015	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 1,852,580	\$ 655,462	\$ 106,815	\$ 2,614,857	\$ 2,547,584
Donated services	557,583	109,868	26,399	693,850	533,695
Payroll taxes and fringe benefits	320,791	41,150	18,116	380,057	402,959
Purchased and contracted services	89,425	187,265	62,887	339,577	239,827
Recruitment	5,188	17,796	50	23,034	72,777
Total personnel and related	2,825,567	1,011,541	214,267	4,051,375	3,796,842
Occupancy:					
Rent and utilities	276,332	95,936	16,904	389,172	265,247
Depreciation	18,109	4,105	1,932	24,146	146,132
Equipment rental	12,414	-	-	12,414	13,403
Repairs and maintenance	763	10,132	-	10,895	54,675
Mortgage interest	-	-	-	-	174,524
Real estate taxes	-	-	-	-	85,711
Total occupancy	307,618	110,173	18,836	436,627	739,692
Other:					
Client assistance	1,029,865	-	-	1,029,865	1,209,710
Donated goods	92,686	-	-	92,686	43,734
Professional fees	1,128	68,195	227	69,550	63,463
Special events	-	-	61,937	61,937	59,066
Supplies and materials	47,553	11,675	2,367	61,595	77,964
Travel, meetings and conferences	35,085	15,774	3,341	54,200	57,180
Insurance	15,360	29,455	214	45,029	61,184
Telephone	39,886	1,658	-	41,544	33,974
Depreciation and amortization	18,361	7,408	4,265	30,034	11,178
Dues and subscriptions	5,781	1,250	5,410	12,441	13,073
Printing	-	-	5,755	5,755	-
Miscellaneous	2,368	843	500	3,711	17,938
Postage	1,004	1,226	855	3,085	3,607
Income taxes	-	-	-	-	38,184
Total other	1,289,077	137,484	84,871	1,511,432	1,690,255
Total expenses	\$ 4,422,262	\$ 1,259,198	\$ 317,974	\$ 5,999,434	\$ 6,226,789

The accompanying notes are an integral part of these combined statements.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statement of Functional Expenses
For the Year Ended September 30, 2015

	Program Services	General and Adminis- trative	Fundraising	Facilities	Total
Personnel and Related:					
Salaries	\$ 1,825,111	\$ 559,779	\$ 68,169	\$ 94,525	\$ 2,547,584
Donated services	533,695	-	-	-	533,695
Payroll taxes and fringe benefits	288,664	88,557	10,784	14,954	402,959
Purchased and contracted services	111,070	60,541	61,716	6,500	239,827
Recruitment	740	71,927	110	-	72,777
	<u>2,759,280</u>	<u>780,804</u>	<u>140,779</u>	<u>115,979</u>	<u>3,796,842</u>
Total personnel and related					
Occupancy:					
Rent and utilities	210,640	-	-	54,607	265,247
Depreciation	-	-	-	146,132	146,132
Equipment rental	12,663	-	-	740	13,403
Repairs and maintenance	325	-	-	54,350	54,675
Mortgage interest	-	-	-	174,524	174,524
Real estate taxes	-	-	-	85,711	85,711
	<u>223,628</u>	<u>-</u>	<u>-</u>	<u>516,064</u>	<u>739,692</u>
Total occupancy					
Other:					
Client assistance	1,209,710	-	-	-	1,209,710
Donated goods	43,734	-	-	-	43,734
Professional fees	548	51,780	1,115	10,020	63,463
Special events	-	-	59,066	-	59,066
Supplies and materials	69,086	8,237	358	283	77,964
Travel, meetings and conferences	49,463	7,394	323	-	57,180
Insurance	8,171	30,312	500	22,201	61,184
Telephone	33,805	169	-	-	33,974
Depreciation and amortization	988	5,854	-	4,336	11,178
Dues and subscriptions	9,403	645	3,025	-	13,073
Miscellaneous	2,846	5,027	10,065	-	17,938
Postage	1,067	1,531	1,009	-	3,607
Income taxes	-	-	-	38,184	38,184
	<u>1,428,821</u>	<u>110,949</u>	<u>75,461</u>	<u>75,024</u>	<u>1,690,255</u>
Total other					
Total expenses	<u>\$ 4,411,729</u>	<u>\$ 891,753</u>	<u>\$ 216,240</u>	<u>\$ 707,067</u>	<u>\$ 6,226,789</u>

The accompanying notes are an integral part of these combined statements.

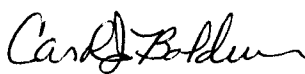
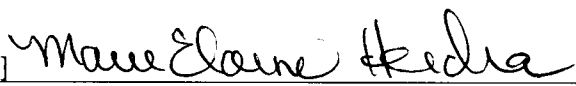
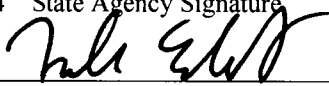
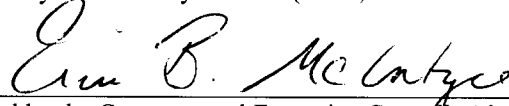
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Nashua Adult Learning Center, Inc.		1.4 Contractor Address 4 Lake Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-9080	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$45,811.83
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carol J. Baldwin, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/28/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> [Seal]  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Marie Elaine Hendra, Justice of Peace		MARIE-ELAINE HENDRA Justice of the Peace - New Hampshire My Commission Expires July 2, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-30-17</u> <u>FRANK EDELBLUT, 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) (if applicable) By:  On: <u>8/30/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as on the campus of Nashua Community College. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton, and Brookline.

Project Description

Postsecondary Transition provides services for students enrolled in adult education and literacy activities as well as students in the community who need assistance with preparation for successful transition to postsecondary education, training, and/or employment. Services are provided through small groups, workshops, tutoring, and/or counseling.

Nashua Adult Learning Center in Nashua will provide the following services:

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving eligible students for the Postsecondary Transition program including individuals with high school credentials, those who have recently graduated or those close to graduation, especially English language learners, individuals with disabilities, low-income individuals, and individuals with barriers to employment.

Service Delivery, Format, and Schedules

- The Contractor must provide a program delivery service that enables individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.

Proposed Curricula

- The Contractor must provide activities so that an individual acquired the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship.
- The Contractor must provide curricula that is aligned with the College & Career Readiness Standards for Adult Education, the K-12 Career Development Framework, and/or foundational coursework at the NH Community College System.
- The Contractor must provide transition counseling or navigation services.

Collaborations

- The Contractor must collaborate with a public college or university, adult education programs, and should include partnerships with WIOA Core Partners and local employers.

Program Goals

- The Contractor must offer a program that is of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
- The Contractor must develop and use course objectives that describe the skills or competencies that students will have upon completion.

Integration of Technology Services and Digital Systems

- The Contractor must effectively use technology service and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning.
- The Contractor must provide instruction in the digital literacy skills necessary for success in postsecondary education, training, and/or employment.

Meeting Program Outcomes

- The Contractor must assess student progress through one of the following methods:

- Pre- and post-testing using the locally-accepted entrance exam such as the Accuplacer or the TOEFL.
- Earning an employment certificate such as the National Career Readiness Certificate.
- Earning a certificate that ensures the student will be able to enroll in credit-bearing courses at a public college or university.
- Earning a Carnegie credit for a secondary level course that is a prerequisite for entrance into an occupational specific training.

Reporting

- The Contractor must track and report on outcomes for the overall program objective of student transition into postsecondary education, training, and/or employment.
- The Contractor must use the data system provided by the Bureau of Adult Education for collecting and storing demographic information, attendance records, testing results, and follow up outcomes.

Implementation Timeline

- The Contractor must have the program fully functional by September 15, 2017 or have a timeline approved by the Bureau of Adult Education on file.

Anticipated number of students served:

FY18
110

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT	FY18
Counseling Staff	\$20,800.00
Teaching Staff	9,888.00
Counseling Benefits	2,392.00
Teacher Benefits	1,137.12
Repairs & Maintenance	400.00
Tables for Resource Fairs	950.00
Insurance	840.00
Telephone	240.00
Postage	300.00
Printing	300.00
Travel	1,920.00
Food	300.00
Books & Information	1,200.00
Digital Subscription	500.00
Consumables	480.00
Other Uses of Funds	4,164.71
Totals	\$45,811.83

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$ 45,811.83.
2. The total of all approved budgets within this contract period shall not exceed \$ 45,811.83 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual State funds for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement.

8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of state funds and/or costs expended on individuals who were erroneously determined to be eligible for services.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of State funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed \$45,811.83.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-601-500931 State Fund Match	<u>FY 2018</u> \$45,811.83
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EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 61851



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

I, Carol Kreick, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following is a true and complete copy of the resolution adopted by a quorum of the board of directors of the corporation via written consent on February 21, 2017 which consent was obtained in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into a contract with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
5. The following persons lawfully occupy the offices indicated below:

Alvin Oasan	President
Mary DeRoche	Vice President
Carol Kreick	Secretary
Chad Theroux	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this

28 day of August, 2017.

Carol Kreick
Secretary – Carol Kreick

(Corporate Seal, if any)

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On 8/28, 2017, before me the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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

MARIE ELAINE HENDRA
Justice of the Peace - New Hampshire
My Commission Expires July 2, 2019

Marie Elaine Hendra
Justice of the Peace/Notary Public



RESOLUTION

The Board of Directors of the Adult Learning Center for the 2016 – 2017 year hereby authorize Carol Baldwin, Executive Director, to enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions or renewals thereof. The Executive Director is authorized to execute all applicable documents in association with the Adult Basic Education grants for the 2016 – 2017 year. This resolution shall remain in force until specifically revoked.

Approved via a majority vote of the Board of Directors at a meeting held on February 21, 2017.

Mary DeRoche

Mary V DeRoche 4/17/17
Secretary Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2017

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: kgutekunst@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: Great Falls Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NASAD Nashua Adult Learning Center Inc. c/o Carol Baldwin 4 Lake Street Nashua NH 03060	NAIC #

COVERAGES CERTIFICATE NUMBER: 1539432063 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Dishone GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		ZBVA046721	5/1/2017	5/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 Professional Liabili \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ZBVA046721	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHVA048192	5/1/2017	5/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCD0942930017	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Directors & Officers Liability Employment Practices Liability Fiduciary Liability			LHVA040605	5/1/2017	5/1/2018	\$1,000,000 \$1,000,000 \$1,000,000

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

Education services and child care.
 Employee Dishonesty Limit \$100,000.

CERTIFICATE HOLDER

CANCELLATION

Department of Education 21 South Fruit Street, Suite #20 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BOARD OF DIRECTORS
MINUTES OF MEETING

February 21, 2017

Present: Kathleen Allen, Sharon Cowen, Mary DeRoche, Rachel Guill, Al Oasan, Janeth Orozco Sanchez, Michael Sheahan, Beth Todgham, Ryan Warren, Haley Goodspeed (Rivier University).

Excused: Sharad Agarwal, Michael Cerato, Kevin Cunningham, Doreen Manetta, Jay Nannicelli, Caryl Sullivan, Chad Theroux, Brenda Van Hirtum

Opening: President Rachel Guill called the meeting to order at 8:02 AM.

Secretary's Report: Mary DeRoche presented the highlights from the minutes of the January 17, 2017, meeting.

Motion to accept the January 17, 2017 minutes made by Beth Todgham. Second by Ryan Warren. Motion carried.

Finance Report: Ryan Warren presented the financials of January 2017. He highlighted the Balance Sheet and the Program Summary. There were no questions; however, Kathleen Allen asked for the financials to be sent ahead of the meeting.

Motion to accept the January 2017 financials made by Kathleen Allen. Second by Mary DeRoche. Motion carried.

Ryan Warren presented the 990 and the 6-30-2016 audit for approval. Both documents had been provided to board members early in the week prior to the meeting. He indicated the 990, which is the agency's tax return, is public information. He highlighted several areas of the 6-30-2016 financial audit. Beth Todgham commented she was comfortable with the oversight in the financials as opposed to 2 years ago. Much of that increased oversight is due to Lisa Shadrui, CPA, Certified Fraud Examiner, and Finance Director since December of 2014.

Motion to accept the 990 and the 6-30-2016 audit made by Kathleen Allen. Second by Michael Sheahan. Motion carried.

Carol Baldwin presented the Resolution she needs to submit with her grants for the state. It enables her to act on behalf of the Adult Learning Center once it is voted on by the board. The current wording needs to be changed. The statement: *Approved via Unanimous Vote of the*

Board of Directors at a meeting held on February 21, 2016 should be amended as follows: Approved by a quorum of the Board of Directors. The latter wording is allowed under the agency bylaws. Carol will make the change.

Motion to accept the Resolution with the noted changes made by Ryan Warren. Second by Kathleen Allen. Motion carried.

Board Development: Carol Baldwin informed the board of the proposed budget cuts by Nashua Interim Superintendent of Schools, Dr. Connie Brown. Clearway will be impacted by this. Dr. Brown is proposing closing Clearway and moving the students to an alternative school located at the Nashua High School South. She originally proposed locating the Brentwood School to 40 Arlington Street but did not realize the building is owned by the Kings Daughters. Carol first learned of this plan during 3rd week in January when Marianne Wiley was invited to a budget meeting. Carol contacted Superintendent Brown's office and asked to be invited. It turned out not to be a budget meeting. Carol and Marianne were informed that the contracts for identified and non-identified students were being pulled from Clearway in favor of relocating these students back to an alternative high school to be located at Nashua High South. Dr. Brown then followed up this statement by asking if she could rent the 40 Arlington Street building to house the Brentwood School.

Carol indicated she has attended several Board of Education meetings and other meetings with Mayor Donchess to either observe or make comment on the proposed change. Others citizens have spoken against the plan at the public comment section of these meetings. Carol will attend several meetings this week as an observer. On March 8th she has been given permission by the president of the Board of Education to speak in the public comment session. She has invited a Clearway parent, Kayla MacDonald, a graduate of Clearway and recipient of the Carol Kreick Scholarship, and John Frasier, who works for the Fire Marshall's Office and is a former student of Clearway, to speak. She has also asked anyone who can to attend to be present. She will speak to misinformation that is stated in the minutes of previous meetings and present a fact sheet. Carol has been in discussion with the Kings Daughters who will not rent to the school district because it does not align with their mission and they do not support this proposed change. Carol then asked the board for ideas. She suggested they send emails to the Board of Education and provided the email addresses. Within the email it should state that they are board members and do not support the change. The strength of the Clearway program lies in the small numbers, safe environment and the dedicate teachers. The existing students know about this and are saying they cannot go back. Nashua continues to send students as late as last week. There has been no mention of a transition plan. Carol informed the board of a visit by two Board of Education members. Mr. Coffman and Ms. Hohensee visited Clearway a couple weeks ago. Ms. Van Twuyver will visit this Thursday and Mr. Farrington and Mr. Hallowell were scheduled to visit last week but due to weather it was cancelled. They are working on an alternate date. Carol also noted that one letter to the editor has been printed and it dealt with the future of the summer camp program at Arlington Street.

Directors Report:

Carol Baldwin told the board that she and Judy Wilson worked on a radio spot to highlight the medical coding program. It will run on the "96.5 The Mill" and started yesterday. She also spoke about a meeting she attended with Jane Marquis last week to discuss the CDGB grant from the city. She is hopeful we will get the amount requested and perhaps some additional funding. She also said the governor had recommended level funding for adult education. Al Oasan asked about the grant writer. Carol informed the board Peggy Reynolds started last week. She is reviewing available grants at this time and will apply for a grant (15K) to replace the flooring in childcare. It should be noted Peggy worked for the Nashua School District for many years and has been helpful in the Clearway situation.

Motion to adjourn made by Mary DeRoche. Second by Ryan Warren. Motion carried

Respectfully submitted,

Mary DeRoche,
Secretary



NASHUA ADULT LEARNING CENTER, INC.

BYLAWS

As Amended June 21, 2011

ARTICLE I: STATEMENT OF PURPOSE AND NON-DISCRIMINATION

The Nashua Adult Learning Center, Inc. is a private, non-profit corporation organized to provide relevant educational programs for disadvantaged and undereducated area residents, and day care for their children. The overall goal of the corporation is an educated, employable populace. Specific purposes are as follows:

To provide academic programs enabling adults and teens to increase their basic educational and life coping skills.

To provide vocational instruction, career planning and counseling to better train individuals for the local workplace.

To provide community education programs to address contemporary social, family and work issues to the community at large.

To provide and expand day care and after school day care to Adult Learning Center students and the local working community.

To maintain and expand programmatic linkages with the business community to better train individuals to work in needed professions within the Greater Nashua workplace.

To upgrade and enhance the Adult Learning Center facility to comply with federal regulations and to provide a conducive environment for instruction and social interactions for the Greater Nashua community.

There shall be no discrimination against clients because of race, religion, color, sex, age, marital status, national origin, disability, or political affiliation.

ARTICLE II: CORPORATION ORGANIZATION

A. Board of Directors

The affairs of this corporation shall be conducted by a Board of eleven to twenty-one non-compensated Directors which shall include all officers of the Board. Directors shall be elected on the recommendation of the Governance Committee or of any member by a majority vote of a quorum throughout the year as vacancies occur. Elections to fill vacancies shall be held throughout the year as vacancies occur. The Directors so elected shall serve a term of three years and shall be eligible for re-election to a consecutive three-year term. Thereafter, a Director may be re-elected

only after an absence of at least one year from the Board, unless by special exception authorized by a two-thirds vote of the full Board of Directors. Exceptions are the Superintendent of the Nashua Public Schools who may serve continuously, and the President of the Board who shall be asked to serve on the Board for one year following his/her term of office.

Adult Learning Center staff and members of their immediate family shall not be voting members of the Board. Board members cannot receive a distribution of funds from the organization except as reasonable payment for goods and services.

Any Director may withdraw from the Board at any time by submitting a written resignation to the Corporation. A Board member whose participation is not consistent with the responsibilities outlined in the Bylaws may be removed by a Board vote.

The Adult Learning Center has and shall maintain a directors' and officers' association liability insurance policy. All members of the Board of Directors are covered by said insurance policy. All directors shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as a director. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any board member becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

The board has responsibility for fiscal and legal matters pertaining to the organization, including acquisition, management and disposition of real and capital assets. Management shall be vested in the Board of Directors with the power to comply with the policies of all federal, state, local, and private funding agencies in order to receive funds for educational opportunities for adults and their children. The Board of Directors is specifically authorized to employ an executive director of the Adult Learning Center who shall coordinate, run and operate the day to day operations of the Adult Learning Center.

The Board of Directors shall determine policy and establish procedures regarding the prudent, effective and orderly operation of the Adult Learning Center. The Board shall further address itself to publicity, community relations, building facilities, and any other supportive services it deems beneficial to the Center.

B. Officers and their Duties

The officers of the Adult Learning Center Board of Directors shall consist of a President, Vice President, Secretary and Treasurer. All officers shall be elected at the spring meeting of the Board and shall be seated at the annual meeting in September. Officers shall serve for one year. No officer shall hold the same office for more than three (3) years. Any officer may resign by submitting written notification of his/her intention.

Specific duties are as follows:

1. The President of the Board shall preside at all meetings of the Board of Directors, appoint committees and enter into contract with all funding agencies.

2. The Vice President shall perform all the duties of the President in the absence of the President or in the event of a vacancy in the office.
3. The Secretary will handle Board-related correspondence, and will maintain minutes of Board meetings.
4. The Treasurer shall have charge of the funds of the Adult Learning Center under the direction of the Board of Directors and keep a correct account of all money received and disbursed by the Center. The treasurer shall present to the Board of Directors a monthly report, and at each annual meeting of the Center, a general report of receipts and expenditures of the Center for the previous year. The treasurer shall be directly involved in the preparation of the budget for each new fiscal year.

All officers shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as an officer. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any officer becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

C. **Meetings**

The annual meeting of the Board of Directors shall be held in September. There will be ten Board meetings per year; members are expected to attend at least 70% of the meetings. Special meetings may be called by the President or by any member of the Board of Directors requesting the Secretary to mail notice thereof to all members at least five (5) days before said meeting.

A majority of the current members of the Board of Directors shall constitute a quorum to transact business.

D. **Committees**

The Executive Committee shall be a standing committee consisting of the immediate past president, the present president, the vice president, the treasurer, and the secretary of the Board of Directors of the Adult Learning Center. The Executive Committee shall assume functions of Board of Directors between meetings and, in emergencies, shall take new action for the Board. Such actions must be within the spirit of previous Board actions and must be reported to the Board at its next meeting. Three members of the Executive Committee must approve any new action.

The Governance Committee shall be a standing committee of three (3) members of the Board of Directors appointed by the President of the Board. Its function shall be to review the Bylaws and ensure compliance with its provisions; to recruit and orient new Board members; provide existing Board members with opportunities to grow and develop as leaders of the organization; conduct the annual board assessment.

The Audit Committee will engage the auditing firm, oversee the annual audit process, report to the full board on audit results, make recommendations for changes based on the audit report, and, when appropriate, design and implement a bid process for accepting bids for an audit firm. The

Audit Committee will be separate from the Finance Committee and there will be no overlap of membership between the two committees.

The Finance Committee shall be a standing committee of three (3) members chaired by the Treasurer of the Board of Directors. The Finance Committee shall approve and monitor the corporate finances of the organization and authorize and approve the annual audit.

Other committees of three or more members may be appointed by the President of the Board on an ad hoc basis to meet particular needs of the Corporation.

ARTICLE III: AMENDMENTS TO BYLAWS

The Bylaws of the Nashua Adult Learning Center, Inc. may be amended at any regular meeting of the Board of Directors by a two-thirds vote of those present, providing written notice of the proposed amendments has been given to members at least ten (10) days prior to the meeting. Amendments to these Bylaws shall not be in conflict with the existing policies of funding agencies.

ARTICLE IV: DISSOLUTION PROVISIONS

In case of dissolution of the Nashua Adult Learning Center, Inc., the corporations' assets shall be returned to the original sources insofar as possible, or as otherwise determined by the Board of Directors.

We certify that the foregoing are the amended Bylaws of the Nashua Adult Learning Center, Inc., unanimously adopted by the Board of Directors of said corporation of September 21, 2010.

Carrie Poole
Secretary

Salary Information for Key Personnel

Nashua Adult Learning Center
Project: Postsecondary Transitions

	Counseling Staff					
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	College & Career Navigator	To be hired	40	52	\$20.00	\$41,600.00
					Counseling TOTAL	\$41,600.00



COLLEGE AND CAREER NAVIGATOR

Center Conformance Statements

In the performance of their respective tasks and duties all employees are expected to conform to the following:

- Perform quality work within deadlines with or without direct supervision.
- Interact professionally and respectfully with other employees, clients, and the public.
- Work effectively as a team contributor.
- Work independently while understanding the necessity for communicating and coordinating work efforts with other employees and outside organizations.
- Embrace the mission and goals of the Adult Learning Center.

Position Description

The College and Career Navigator reports to the Director of Adult Education. The Navigator assists students with their transition into and out of Adult Learning Center programs both at the Adult Learning Center and in Adult Learning Center programs at Nashua Community College. The Navigator registers students for Adult Learning Center classes at Nashua Community College and conducts any necessary enrollment assessments. The Navigator is also responsible for printing and distributing relevant forms to the appropriate personnel at the Adult Learning Center and Nashua Community College. The Navigator will coordinate with ABE/HiSET/ESOL Teachers in order to facilitate student transitions. This collaboration will establish an environment that reflects the characteristics of adult learners, encouraging success and promoting persistence.

Specific Responsibilities:

College and Career Counseling:

- Assist students with career exploration, goal setting, and college placement opportunities
- Plan college tours and department visits/workshops
- Provide individual counseling to ensure continual support for students in the program
- Distribute information on local job and training opportunities
- Communicate with Transitions teachers to arrange classroom projects and workshops focused on career and college exploration

Intake and Assessment:

- Remain current on testing policies and procedures per the Bureau of Adult Education
- Distribute and collect registration forms and schedule testing appointments
- Communicate with NCC advisors and admissions staff to facilitate student enrollment
- Administer or schedule Accuplacer testing for classes
- Maintain confidential student records
- Encourage attendance through phone calls, texts, or notes to absent students

Administration and Record Keeping:

- Maintain accurate records as required by the Center and funding agents
- Enter data into the state database in a timely manner
- Meet regularly with Director of Adult Education
- Assist with follow up cohorts
- Maintain office regular office hours at Nashua Community College
- Attend Center staff meetings; participate in strategic planning meetings

Communication and Professional Development:

- Act as liaison between the Adult Learning Center and Nashua Community College
- Attend regularly scheduled staff meetings and participate as a member of the adult education staff
- Assist with training new and current transitions staff
- Maintain community contacts that improve delivery of services to students
- Keep current regarding educational practices; participate in staff training opportunities
- Participate in the annual Office of Adult Education evaluation

Minimum Educational Qualifications: Bachelor's degree from an accredited college or university with concentration in counseling, adult education, or related field.

Personal Qualifications: Ability to interact in a positive way with students who have not previously experienced success in school; willingness to learn administrative tasks and develop these skills; ability to facilitate group work; ability to work within the framework of the Center's goals and objectives; ability to encourage students and promote their success.

Job Location: Nashua Community College, 505 Amherst Street, Nashua, NH

Position Type: 40 hours per week for 52 weeks



Board of Directors
2017

Sharad Agarwal

Rivier University Student
Non Voting Member
Haley Goodspeed

Caryl Sullivan (2015/18)
Certified Partner Development Specialist
Dell

Kathleen Allen, CPA
S Gordon Corp.

Doreen A. Manetta (2015/18)
Past President
Market Manager, Vice President
People's United Bank

Chad Theroux
Treasurer
PGS Finance

Michael Cerato
Cerato Group LLC

Jay Nannicelli (2014/17)
Radar Retail

Beth Todgham (2014/17)
So. NH Services

Sharon Cowen, M.S., M.Ed.
Community & Economic Development
Field Specialist

Alvin Oasan
Vice President
Branch Relationship Manager
Enterprise Bank

Brenda M. Van Hirtum
Senior Corporate Paralegal
RiverStone Resources LLC

Kevin Cunningham
Director, Information Security &
Technology Risk
Fidelity Investments

Janeth Orozco Sanchez
Teen Individual Services Director
BE GREAT Cohort Coordinator
Boys & Girls Club of Greater Nashua

Ryan Warren, CPA (2015/18)
BerryDunn

Mary DeRoche
Secretary
Director, Human Resources
Pennichuck Corporation

Michael J. Sheahan, AVP
Lowell Five Cent Savings Bank

Rachel Guill (2016/19)
President
Director, Quality & Performance
Assurance
BAE Systems

Revised 12/28/16

Current: 17
Allowed: 11 to 21

Directors Serve Without Compensation.

NASHUA ADULT LEARNING CENTER, INC.**STATEMENTS OF FINANCIAL POSITION**

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 1,082,230	\$ 1,344,939
Accounts receivable, net of allowance for doubtful accounts of \$4,882 and \$9,924, respectively	178,632	93,953
Promises to give, current portion	52,091	42,489
Prepaid expenses	<u>24,658</u>	<u>12,918</u>
	<u>1,337,611</u>	<u>1,494,299</u>
 <u>PROPERTY & EQUIPMENT</u>		
Land, building, and improvements	3,041,660	2,967,561
Furniture and equipment	<u>589,223</u>	<u>499,966</u>
	3,630,883	3,467,527
Less accumulated depreciation	<u>(1,908,711)</u>	<u>(1,800,308)</u>
	<u>1,722,172</u>	<u>1,667,219</u>
 <u>OTHER ASSETS</u>		
Promises to give, net of current portion	31,540	41,131
Beneficial interest	<u>200,314</u>	<u>208,321</u>
	<u>231,854</u>	<u>249,452</u>
	<u>\$ 3,291,637</u>	<u>\$ 3,410,970</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 60,335	\$ 52,595
Accrued payroll and payroll taxes	88,367	158,118
Deferred revenue	<u>87,336</u>	<u>64,322</u>
	<u>236,038</u>	<u>275,035</u>
 <u>NET ASSETS</u>		
Unrestricted	2,765,622	2,826,034
Temporarily restricted	159,277	179,201
Permanently restricted	<u>130,700</u>	<u>130,700</u>
	<u>3,055,599</u>	<u>3,135,935</u>
	<u>\$ 3,291,637</u>	<u>\$ 3,410,970</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

NASHUA ADULT LEARNING CENTER, INC.
STATEMENTS OF ACTIVITIES
For The Years Ended June 30, 2016 and 2015

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	Unrestricted	Temporarily Restricted	Permanently Restricted	2015 Total
REVENUE AND SUPPORT								
State of New Hampshire - Education	\$ 877,754	-	\$ -	\$ 877,754	\$ 872,028	-	\$ -	\$ 872,028
State of New Hampshire	390,136	-	-	390,136	409,167	-	-	409,167
City of Nashua - Public School	292,171	-	-	292,171	292,171	-	-	292,171
Other government grants	40,500	-	-	40,500	28,418	-	-	28,418
United Way	3,009	44,000	-	47,009	22,634	22,000	-	44,634
Program service fees	3,070,876	-	-	3,070,876	2,883,692	-	-	2,883,692
Contributions	64,646	2,900	-	67,546	63,753	85,731	-	149,484
Investment income	3,087	-	-	3,087	1,820	-	-	1,820
Other revenue	18,704	-	-	18,704	17,947	-	-	17,947
Increase (decrease) in beneficial interest	(8,007)	-	-	(8,007)	1,810	-	-	1,810
Net assets released from restrictions:	2,335	(2,335)	-	-	25,201	(25,201)	-	-
Satisfaction of purpose restrictions	64,489	(64,489)	-	-	42,172	(42,172)	-	-
Satisfaction of time restrictions	4,819,700	(19,924)	-	4,799,776	4,660,813	40,358	-	4,701,171
EXPENSES								
Program Expenses:								
Adult Basic Education	782,764	-	-	782,764	773,775	-	-	773,775
Cleanway	615,995	-	-	615,995	599,989	-	-	599,989
Community Education & Computer Technology	105,931	-	-	105,931	95,845	-	-	95,845
Childcare	774,610	-	-	774,610	779,369	-	-	779,369
School Age Childcare	2,067,358	-	-	2,067,358	1,841,933	-	-	1,841,933
	4,346,658	-	-	4,346,658	4,090,911	-	-	4,090,911
Program Expenses:								
Management and general	521,621	-	-	521,621	519,231	-	-	519,231
Fundraising	11,833	-	-	11,833	16,186	-	-	16,186
	533,454	-	-	533,454	535,417	-	-	535,417
TOTAL EXPENSES	4,880,112	-	-	4,880,112	4,626,328	-	-	4,626,328
Change in net assets	(60,412)	(19,924)	-	(80,336)	34,485	40,358	-	74,843
NET ASSETS, Beginning of Year	2,826,034	179,201	130,700	3,135,935	2,791,549	138,843	130,700	3,061,092
NET ASSETS, End of Year	\$ 2,765,622	\$ 159,277	\$ 130,700	\$ 3,055,599	\$ 2,826,034	\$ 179,201	\$ 130,700	\$ 3,135,935

NASHUA ADULT LEARNING CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

PROGRAM SERVICES

	Adult Basic Education	Cleanway	Community Education & Computer Technology	Childcare	School Age Childcare	Program Total	Management and General	Fundraising	Grand Total
Personnel	\$ 542,320	\$ 402,618	\$ 58,881	\$ 458,177	\$ 1,376,918	\$ 2,838,914	\$ 242,960	\$ -	\$ 3,081,874
Payroll taxes	43,709	31,034	4,520	35,743	105,910	220,916	13,166	-	234,082
Employee benefits	20,506	43,954	784	55,265	89,115	209,624	51,366	-	260,990
Contract services	-	3,859	-	31,634	5,712	41,205	82,973	-	124,178
Bank service charge	-	-	22	17,806	17,828	17,828	27,056	-	44,884
Bad debt expense	-	-	470	2,451	3,508	6,429	-	-	6,429
Supplies	38,542	32,121	8,031	31,050	108,864	218,608	21,005	970	240,583
Food	1,666	10,686	95	44,638	121,765	178,850	4,526	-	183,376
Telephone	893	3,112	-	-	3,897	7,902	3,565	-	11,467
Printing	2,995	2,687	178	1,170	7,464	14,494	4,915	1,493	20,902
Postage	400	510	19	-	44	973	4,587	-	5,560
Advertising	967	1,838	1,187	4,964	4,309	13,265	2,163	-	15,428
Dues, membership & licenses	-	400	650	1,210	1,060	3,320	4,385	-	7,705
Miscellaneous expense	-	615	-	2,238	-	2,853	510	-	3,363
Occupancy	115,315	50,863	21,227	89,571	138,301	415,277	18,583	500	434,360
Rent	-	-	-	-	35,100	35,100	-	-	35,100
Scholarship awards	-	-	-	-	-	-	-	2,335	2,335
GED testing fees	-	-	7,775	-	-	7,775	-	-	7,775
Fundraising expense	-	-	-	-	-	-	-	6,535	6,535
Staff training	3,594	2,614	-	5,431	12,007	23,646	6,097	-	29,743
Transportation	1,682	5,466	-	560	7,504	15,212	490	-	15,702
Insurance	8,705	2,880	1,602	6,761	10,439	30,387	1,438	-	31,825
Repairs & maintenance	-	2,402	-	-	-	2,402	-	-	2,402
Equipment maintenance	1,470	12,836	490	1,247	11,635	27,678	17,027	-	44,705
Total Expenses Before Depreciation	782,764	610,495	105,931	772,110	2,061,358	4,332,658	506,812	11,833	4,851,303
Direct depreciation expense	-	5,500	-	2,500	6,000	14,000	14,809	-	28,809
Total Expenses	\$ 782,764	\$ 615,995	\$ 105,931	\$ 774,610	\$ 2,067,358	\$ 4,346,658	\$ 521,621	\$ 11,833	\$ 4,880,112

NASHUA ADUL, LEARNING CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2015

PROGRAM SERVICES

	Adult Basic Education	Clearway	Community Education & Computer Technology	Childcare	School Age Childcare	Program Total	Management and General	Fundraising	Grand Total
Personnel	\$ 566,466	\$ 386,339	\$ 59,050	\$ 481,937	\$ 1,222,138	\$ 2,715,930	\$ 218,313	\$ -	\$ 2,934,243
Payroll taxes	42,049	32,816	4,646	36,689	94,552	210,752	11,183	-	221,935
Employee benefits	35,353	44,819	500	59,031	73,011	212,714	45,499	-	258,213
Contract services	25	3,076	720	30,230	3,575	37,626	89,625	-	127,251
Bank service charge	-	-	-	-	-	-	33,798	-	33,798
Supplies	32,847	31,765	10,882	32,424	71,122	179,040	15,719	4,158	198,917
Food	177	11,981	429	44,148	111,167	167,902	2,273	-	170,175
Telephone	4,454	2,927	150	431	3,208	11,170	240	-	11,410
Printing	4,941	2,860	1,810	6,530	8,915	25,056	4,177	3,055	32,288
Postage	2,627	724	36	306	1,543	5,236	861	200	6,297
Advertising	984	1,286	82	-	1,037	3,389	3,231	280	6,900
Miscellaneous expense	-	286	180	1,291	1,035	2,792	160	-	2,952
Occupancy	71,385	55,353	8,852	71,964	170,790	378,344	47,457	1,493	427,294
Rent	-	-	-	-	32,400	32,400	-	-	32,400
Scholarship awards	-	-	-	-	-	-	-	7,000	7,000
GED testing fees	-	-	7,140	-	-	7,140	-	-	7,140
Staff training	2,123	4,175	-	4,114	9,512	19,924	9,757	-	29,681
Transportation	1,643	4,406	-	1,760	18,074	25,883	180	-	26,063
Insurance	6,259	7,609	-	2,692	6,249	22,809	4,766	-	27,575
Repairs & maintenance	-	-	-	-	-	-	3,710	-	3,710
Equipment maintenance	2,442	4,567	1,368	3,322	7,605	19,304	15,327	-	34,631
Total Expenses Before Depreciation	773,775	594,989	95,845	776,869	1,835,933	4,077,411	506,276	16,186	4,599,873
Direct depreciation expense	-	5,000	-	2,500	6,000	13,500	12,955	-	26,455
Total Expenses	\$ 773,775	\$ 599,989	\$ 95,845	\$ 779,369	\$ 1,841,933	\$ 4,090,911	\$ 519,231	\$ 16,186	\$ 4,626,328

NASHUA ADULT LEARNING CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flow provided by (used in) operating activities		
Cash received as public support and revenue	\$ 4,722,555	\$ 4,775,287
Cash paid to suppliers and employees	(4,824,841)	(4,484,725)
Interest received	<u>1,310</u>	<u>1,233</u>
Net cash provided by (used in) operating activities	<u>(100,976)</u>	<u>291,795</u>
Cash flow used in investing activities		
Capital expenditures	<u>(161,733)</u>	<u>(61,700)</u>
Net cash used in investing activities	<u>(161,733)</u>	<u>(61,700)</u>
Net increase (decrease) in cash and cash equivalents	(262,709)	230,095
Cash and cash equivalents, Beginning of Year	<u>1,344,939</u>	<u>1,114,844</u>
Cash and cash equivalents, End of Year	<u>\$ 1,082,230</u>	<u>\$ 1,344,939</u>
 RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Change in net assets:	\$ (80,336)	\$ 74,843
Depreciation	108,403	105,294
(Increase) decrease in beneficial interest	8,007	(1,810)
Noncash contributions and promises to give	(1,753)	(61,646)
In-kind rent	20,619	20,000
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(84,679)	141,260
(Increase) decrease in promises to give, exclusive of in-kind	(20,500)	198
(Increase) decrease in prepaid expenses	(11,740)	(4,231)
Increase (decrease) in accounts payable	7,740	15,878
Increase (decrease) in accrued payroll	(69,751)	4,662
Increase (decrease) in deferred revenue	<u>23,014</u>	<u>(2,653)</u>
Net cash provided by (used in) operating activities	<u>\$ (100,976)</u>	<u>\$ 291,795</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

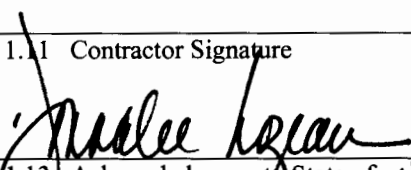

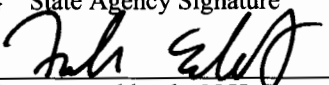
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address PO Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$7,200.00
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>Aug. 28, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace DEBRA D. STOHRER <u>Debra Stohrer, Exec. Asst.</u> Notary Public - New Hampshire My Commission Expires November 18, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-30-17</u> <u>FRANK EDELBLUT, 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) (if applicable) By: <u>E. B. McIntyer</u> On: <u>8/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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



Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials DL
Date 8/28/17

EXHIBIT A

The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the city of Portsmouth and its surrounding areas including Newington, New Castle, Rye, and Greenland.

Project Description

Project: Postsecondary Transition Services

Postsecondary Transition provides services for students enrolled in adult education and literacy activities as well as students in the community who need assistance with preparation for successful transition to postsecondary education, training, and/or employment. Services are provided through small groups, workshops, tutoring, and/or counseling.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, Inc. will provide the following services:

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving eligible students for the Postsecondary Transition program including individuals with high school credentials, those who have recently graduated or those close to graduation, especially English language learners, individuals with disabilities, low-income individuals, and individuals with barriers to employment.

Service Delivery, Format, and Schedules

- The Contractor must provide a program delivery service that enables individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.

Proposed Curricula

- The Contractor must provide activities so that an individual acquired the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship.
- The Contractor must provide curricula that is aligned with the College & Career Readiness Standards for Adult Education, the K-12 Career Development Framework, and/or foundational coursework at the NH Community College System.
- The Contractor must provide transition counseling or navigation services.

Collaborations

- The Contractor must collaborate with a public college or university, adult education programs, and should include partnerships with WIOA Core Partners and local employers.

Program Goals

- The Contractor must offer a program that is of sufficient intensity and quality and based on the most rigorous research available so that participants achieve substantial learning gains.
- The Contractor must develop and use course objectives that describe the skills or competencies that students will have upon completion.

Integration of Technology Services and Digital Systems

- The Contractor must effectively use technology service and delivery systems including distance education, in a manner sufficient to increase the amount and quality of learning.
- The Contractor must provide instruction in the digital literacy skills necessary for success in postsecondary education, training, and/or employment.

Meeting Program Outcomes

- The Contractor must assess student progress through one of the following methods:
 - Pre- and post-testing using the locally-accepted entrance exam such as the Accuplacer or the TOEFL.
 - Earning an employment certificate such as the National Career Readiness Certificate.
 - Earning a certificate that ensures the student will be able to enroll in credit-bearing courses at a public college or university.
 - Earning a Carnegie credit for a secondary level course that is a prerequisite for entrance into an occupational specific training.

Reporting

- The Contractor must track and report on outcomes for the overall program objective of student transition into postsecondary education, training, and/or employment.
- The Contractor must use the data system provided by the Bureau of Adult Education for collecting and storing demographic information, attendance records, testing results, and follow up outcomes.

Implementation Timeline

- The Contractor must have the program fully functional by September 15, 2017 or have a timeline approved by the Bureau of Adult Education on file.

Anticipated number of students served:

FY18
12

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT	FY18
Administrative	\$1,347.00
Counseling Staff	3,712.00
Administrative Benefits	390.00
Counseling Benefits	1,075.00
Printing	24.00
Indirect Cost	652.00
Totals	\$7,200.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$ 7,200.00
2. The total of all approved budgets within this contract period shall not exceed \$7,200.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual State funds for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.

11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of state funds and/or costs expended on individuals who were erroneously determined to be eligible for services.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of State funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed \$7,200.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-601-500931 State Fund Match	\$7,200.00

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc.
(name) (Corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on June 13, 2017, such authority
(date)
to be in force and effect until June 30, 2018.
(contract termination date)

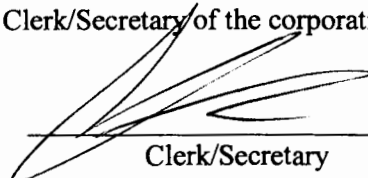
The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the
Corporation any contract or other instrument for the sale of products and services:

<u>Donnalee Lozeau</u> (name)	<u>Executive Director</u> (position)
<u>James Chaisson</u> (name)	<u>Fiscal Officer</u> (position)
<u>Ryan Clouthier</u> (name)	<u>Energy and Housing Operations Director</u> (position)
<u>Ron Ross</u> (name)	<u>Housing Fiscal Officer</u> (position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

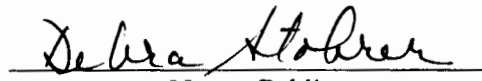
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
28th day of August, 2017.


Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 28th day of August, 2017, before me, Debra Stohrer the
undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be
the Secretary of Southern New Hampshire Services, Inc., a corporation and that
she/he as such Secretary being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public **DEBRA D. STOHRER**
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Commission Expiration Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2017

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

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

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106 INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108	CONTACT NAME: Teri Davis PHONE (A/C No. Ext): (603) 232-9398 FAX (A/C. No.): (603) 622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Great Falls Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company		INSURER B: Great Falls Insurance Company		INSURER C: Nautilus Insurance Company		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER C: Nautilus Insurance Company														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** 16-17 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Employee Benefits					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY		ETA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured Motorist (CSL) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	3A State: NH & ME			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N				E.L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCD0937550016	12/31/2016	12/31/2017	E.L DISEASE - EA EMPLOYEE \$ 500,000
						E.L DISEASE - POLICY LIMIT \$ 500,000
A	Crime		BCN-0079876	12/02/2016	12/02/2017	Aggregate 1,000,000
C	Pollution Liability		CPL2004475-15	1/23/2017	1/23/2018	Aggregate 2,000,000

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

CERTIFICATE HOLDER NH Department of Education Bureau of Adult Education 21 South Fruit St, Ste 20 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 Laura Perrin/TERI
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SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 PO Box 5040, Manchester, NH 03108 - (603)668-8010
The Community Action Agency for Hillsborough and Rockingham Counties
BOARD OF DIRECTORS ~ as of December 7, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz	<u>Representing Manchester</u> James Brown <i>9/15-9/18</i> Orville Kerr, Secretary <i>Term 9/15-9/18</i>	<u>Representing Nashua</u> Kevin Moriarty	Danielle Conroy <i>Term Expires 2018</i>
<u>Representing Nashua</u> Kevin Moriarty	<u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman <i>Term: 9/15-9/18</i> Wayne R. Johnson <i>Term: 9/15-9/18</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/14-9/17</i> Shirley Pelletier <i>Term: 9/14-9/17</i>	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u> Richard Delay, Sr., Chairman <i>Term: 9/15-9/18</i>	<u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i>	
<u>Representing Rockingham County</u> Jill Jamro, Treasurer	<u>Representing Rockingham County</u> Carrie Marshall Gross <i>Term: 12/14-9/17</i>	<u>Representing Rockingham County</u>	

Directors Serve Without Compensation.

Salary Information for Personnel

Portsmouth Adult Education (SNHS)
Project: Postsecondary Transitions

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Kristie Conrad			(based on % of hours)	\$ 3,879.36
					Administrative TOTAL	\$ 3,879.36

Counseling Staff						
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Rachel Owens			(based on % of hours)	\$ 5,220.00
					Counseling TOTAL	\$ 5,220.00

Kristie A. Conrad

Professional Experience:

Southern NH Services, Inc. (June 2011 – Present)

Program Director

July 1996 to present

Portsmouth Adult Education Program

100 Campus Drive, Suite 22, Portsmouth, NH 03801

603.422.8233

Responsible for comprehensive oversight of an adult education program serving learners 18 years and older in need of academic skills instruction, high school equivalency preparation and English language instruction for speakers of other languages in the greater Portsmouth, NH area. Work began in 1996 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included such areas as:

- program design and scheduling;
- recruitment, registration, referrals and retention of adult learners;
- community outreach, advocacy and collaborations;
- public relations – planning and implementation;
- fundraising and grant writing;
- maintaining contact with local, state and federal offices and officials;
- recordkeeping, fiscal accountability and report preparation;
- hiring, training, ongoing development and evaluation of staff and volunteers;
- development and oversight of Post-Secondary Transitions grant;
- overall program evaluation, among other responsibilities.

Southern NH Services, Inc. (June 2011 – present)

Literacy Services Coordinator

November 1991 to 2013

Rockingham Community Action Literacy Services

4 Cutts Street, Portsmouth, NH 03801

603.431.2911

Responsible for all aspects of oversight, operation, implementation, evaluation and expansion of multiple literacy services focusing on children and families, adolescents and adults in poverty. Work began in 1991 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included, among other activities, such areas as:

- creating, operating and expanding new and current programs;
- researching, coordination and implementation of all fundraising and grant writing;
- recruiting, hiring, training and evaluating staff and volunteers;
- direct service delivery with program participants - including registration, counseling support and referrals;
- modeling reading and literacy behaviors with participants, staff and volunteers;
- materials development; recordkeeping; report preparation; program evaluation;

- establishing, coordination and implementation of public relations;
- public advocacy of poverty and literacy related issues;
- developing and fostering varied community collaborations;
- interaction with local, state and federal offices and officials;
- participating in professional development related to areas of service delivery and program management;
- general office management and maintenance.

Literacy Services program involvement has included:

The Gift of Reading, The Gift of Reading Storytime at WIC Clinics, The Family Literacy Project, AmeriCorps*VISTA, AmeriCorps - NH Reads, Tales to Go Summer and Tales to Go Child Care Provider traveling literacy van projects, Reading is *Fundamental*

Rockingham Community Action, Inc.

Program Coordinator (September 2007 to September 2010)

RCA-COMPASS Youth Program

100 Campus Drive, Suite 22

Portsmouth, NH 03801

Responsible for oversight of at-risk youth (ages 16-25) support program - supervising COMPASS Youth Advisor, grant writing, recruitment, case consultation, advocacy, community collaboration and outreach, recordkeeping and reporting to funding sources. Program funding ended September 2010.

Education:

B.A., Sociology, cum laude, University of New Hampshire

Rachel K. Owens

Professional Experience:

Program Counselor/Disabilities Coordinator *November 12, 2013 - Present*
Southern New Hampshire Services, Inc.
Portsmouth Adult Education Program, 100 Campus Drive, Portsmouth, NH

- Assist with recruitment and retention of adult learners
- Schedule and complete intake, registration, and assessment of newly enrolled learners
- Assess and access learner support needs – education, employment, social services
- Schedule and complete pre- and post-testing adult learners; manage accurate recordkeeping
- Research and provide general community resources related to employment, training and post-secondary
- Work individually to set goals with learners related to family, work, education and community needs
- Disabilities resource and referral for identified learners
- Work with teaching staff to identify and provide accommodations as possible within program guidelines
- Assist individuals with transitions into employment, training and post-secondary services
- Schedule in-class presentations related to soft skills to meet career and college readiness preparation

Family Advocate/Case Manager – Early Head Start *April 2010 – November 2013*
Community Action Inc., Haverhill / Newburyport, MA

- Provide counseling, education, advocacy, referral, and support services to enrolled families
- Outreach, recruitment, enrollment, and retention of families for program participation
- Schedule, plan, conduct, and record all visits and community involvement opportunities
- Administer and interpret surveys, screenings, evaluations, and assessments
- Strategize with enrolled families to identify strengths, needs, barriers, resources, and goals
- Assist in program and curriculum development for Early Head Start program
- Develop case plans - counsel, review, and periodically evaluate plans
- Support and empower families to meet education, employment, and health goals
- Obtain input and feedback to monitor and document performance and progress
- Schedule, plan, implement, and document all client meetings and quarterly conferences
- Collaborate with advocates and agencies to identify area services and resources
- Maintain accurate records including confidential files, databases, and reports
- Conduct and complete all clerical and administrative duties; copy, file, fax, phone, ordering
- Data entry and documentation into Child Plus, Octopia, and TS Gold
- Plan and facilitate meetings, workshops, activities, open houses, and other events
- Initiate and maintain communication with all appropriate agency personnel
- Participate in staff trainings, events, meetings, and professional development opportunities
- Comply with all federal, state, and agency standards, procedure, and protocols

District Tutor *1995 – 2013 (part-time)*
Triton Regional School District, Byfield, MA

- Initiate and maintain tutor/student/school communications and relationships
- Schedule, implement and document all daily and weekly appointments
- Organize daily and weekly lesson plans and instructional materials
- Participate in curriculum development for at-home students
- Administer individualized, one-on-one instruction and assign homework
- Administer quizzes and tests and submit all work as assigned
- Document all appointments, assignments, homework and communications
- Evaluate and report student attendance, participation, progress and performance

- Advise, counsel, educate, and support students and families
- Maintain and submit all required forms, records and documentation
- Attend conferences, meetings, and trainings as required
- Maintain licensure and adhere to all school, state, and federal guidelines

District Tutor *1995 – 2013 (part-time)*
Exeter Area School District, Exeter, NH
Nashua Public Schools, Nashua, NH

Same duties as detailed above

Classroom Teacher *Aug 1986 - Oct 1989*
Nashua Brookside Psychiatric Hospital, Nashua, NH

- Classroom teacher in self-contained classroom
- Develop and implement individualized curriculum
- Develop daily and weekly lesson plans
- Provide individual and small group instruction
- Administer and evaluate quizzes and tests
- Participate in group counseling sessions

Education:

Master of Education / School and Community Counseling
Salem State College, Salem, MA May 1989
 Graduated Cum Laude with a 3.77 GPA

Bachelor of Science in Education
Plymouth State University, Plymouth, NH May 1983
 Member - Kappa Delta Pi - Honor Society in Education

Staff Development:

Disabilities Coordinators Meeting & Training; “Self-Determination” - March 2017
CCRS Foundational Unit 1; “Connecting the Standards” – February 2017
“What We Know About the HiSET” – November 2016
Adult Education Fall Conference; “Learning How to Take the Test” – October 2016
“Integrating Employability Skills” – October 2016
“Mental Health first Aid” – October 2016
“Effective E-Mail Marketing” – Great Bay Comm. College – March 2016
“Effective Social Media” – Great Bay Comm. College – March 2016
“Creative Content in Social Media” – Great Bay Comm. College - February 2016
Disabilities Coordinators Meeting – Agency Presentations – January 2016
“What We Know About the HiSET” – November 2016
Adult Education Fall Conference – November 2015
Disabilities Coord. Mtg. – HiSET Accom., Resources, Goal Setting – February 2015
National Conference on Effective Transitions in Adult Education – November 2014
NHHEAF Network; HiSET and College Admissions – November 2014
Disabilities Coordinators Meeting – HiSET, Resources and Apps. – January 2014
“HiSET 101”- Plans, Procedures and Content for HiSET in 2014 – December 2013

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2016

Schedule A

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 72,641	\$ 5,765,322	\$ 5,837,963	\$ -	\$ 5,837,963
Investments	-	6,352,626	6,352,626	-	6,352,626
Contracts receivable	3,126,168	289,050	3,415,218	-	3,415,218
Accounts receivable	-	636,656	636,656	-	636,656
Prepaid expenses	35,397	72,704	108,101	-	108,101
Under applied overhead	67,158	-	67,158	-	67,158
Due from other corporations	2,200,994	(1,436,059)	764,935	(764,935)	-
Total current assets	<u>5,502,358</u>	<u>11,680,299</u>	<u>17,182,657</u>	<u>(764,935)</u>	<u>16,417,722</u>
FIXED ASSETS					
Land	219,849	2,098,933	2,318,782	-	2,318,782
Buildings and improvements	1,570,775	8,855,884	10,426,659	-	10,426,659
Vehicles and equipment	870,445	404,922	1,275,367	-	1,275,367
Total fixed assets	<u>2,661,069</u>	<u>11,359,739</u>	<u>14,020,808</u>	<u>-</u>	<u>14,020,808</u>
Less - accumulated depreciation	1,391,175	3,125,458	4,516,633	-	4,516,633
Net fixed assets	<u>1,269,894</u>	<u>8,234,281</u>	<u>9,504,175</u>	<u>-</u>	<u>9,504,175</u>
OTHER ASSETS					
Restricted cash	22,433	386,898	409,331	-	409,331
Total other assets	<u>22,433</u>	<u>386,898</u>	<u>409,331</u>	<u>-</u>	<u>409,331</u>
TOTAL ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 85,805	\$ 119,080	\$ -	\$ 119,080
Accounts payable	451,787	92,557	544,344	-	544,344
Accrued payroll and payroll taxes	477,322	497,667	974,989	-	974,989
Accrued compensated absences	-	498,403	498,403	-	498,403
Accrued other liabilities	203,158	8,579	211,737	-	211,737
Refundable advances	1,310,895	5,413	1,316,308	-	1,316,308
Tenant security deposits	22,083	40,571	62,654	-	62,654
Due to other corporations	629,298	135,637	764,935	(764,935)	-
Total current liabilities	<u>3,127,818</u>	<u>1,364,632</u>	<u>4,492,450</u>	<u>(764,935)</u>	<u>3,727,515</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	282,669	2,157,740	2,440,409	-	2,440,409
Total long-term liabilities	<u>282,669</u>	<u>2,157,740</u>	<u>2,440,409</u>	<u>-</u>	<u>2,440,409</u>
TOTAL LIABILITIES	<u>3,410,487</u>	<u>3,522,372</u>	<u>6,932,859</u>	<u>(764,935)</u>	<u>6,167,924</u>
NET ASSETS					
Unrestricted	3,384,198	16,779,106	20,163,304	-	20,163,304
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2016

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,036,202	\$ -	\$ 33,036,202	\$ -	\$ 33,036,202
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	-	337,540
Rental income	-	637,038	637,038	-	637,038
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,502
Interest Income	136	305,161	305,297	-	305,297
Unrealized loss on investments	-	(195,356)	(195,356)	-	(195,356)
In-kind	2,173,671	-	2,173,671	(2,173,671)	-
Miscellaneous	390,426	382,426	772,852	-	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,364
EXPENSES					
Program services:					
Child Development	9,765,805	-	9,765,805	(2,173,671)	7,592,134
Community Services	1,584,465	-	1,584,465	-	1,584,465
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,754
Energy	10,350,805	-	10,350,805	-	10,350,805
Hispanic-Latino Com. Services	293,600	-	293,600	-	293,600
Housing and Homeless	183,374	-	183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	-	2,400,554
Special Projects	1,417,406	-	1,417,406	-	1,417,406
Volunteer Services	125,312	-	125,312	-	125,312
SNHS Management Corporation	-	1,360,675	1,360,675	-	1,360,675
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,079
Support services:					
Management and general	1,923,341	-	1,923,341	-	1,923,341
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,420
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	-	2,232,944
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	-	17,930,360
NET ASSETS - END OF YEAR	\$ 3,384,198	\$ 16,779,106	\$ 20,163,304	\$ -	\$ 20,163,304