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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

October 17, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with the North Country Education Services Agency, Gorham, NH, (Vendor Code #154707), in an amount not to exceed \$80,000.00, to provide supplemental educational support and technical assistance for students of the Migrant Education program, effective upon Governor and Council approval through June 30, 2018, with the option to renew for up to two additional one-year terms. 100% Federal Funds

Funds to support this request are available in the account titled Migrant Education:

| | <u>FY18</u> |
|--|-------------|
| 06-56-56-562010-25120000-082-500599 Education Grants | \$60,000.00 |
| 06-56-56-562010-25130000-082-500599 Education Grants | \$20,000.00 |

EXPLANATION

An RFP was posted on the Department website on August 2, 2017 and in the Manchester Union Leader on August 3, 4 and 6, 2017. Two proposals were received. They were reviewed and rated using the attached scoring rubric (Attachment A) by two Education Consultants and one Program Specialist within the Bureau of Integrated Programs.

The Migrant Education Program addresses the unique educational barriers faced by migrant workers and their families in the state. Migrant students are some of the most disadvantaged children and youth nationwide. Many are out-of-school, and those in school are often at risk of failing or dropping out due to frequent moves, cultural differences, and language barriers. The purpose of the program is to ensure that migrant students have equal opportunity to reach challenging academic standards and graduate with a high school diploma or equivalent. The goal is to prepare these students for responsible citizenship, further learning, and productive employment. In order to do this, the department must identify and provide supplementary educational services to eligible migrant children and youth in the state of New Hampshire.

His Excellency, Governor Christopher T. Sununu
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North Country Education Services (NCES) has been providing educational services in New Hampshire since 1969. It is a nonprofit consortium of eleven school administrative units with a mission to be a leader in providing professional development and educational services, facilitating partnerships and fostering collaborations that benefit schools, advocating for resources for teachers and students, and continuously creating opportunities that enhance education. NCES is knowledgeable about the Every Student Succeeds Act (ESSA) and has prior experience administering the statewide migrant education program in collaboration with the department's Migrant Education Program staff. NCES successfully facilitated the operation of the program to ensure both timely and effective provision of services to migrant students and their families.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:emr

Attachment A

SCORING FOR REVIEW OF THE NH MIGRANT EDUCATION PROGRAM (NHMEP) COMPETITIVE GRANT

Proposal Criteria in the RFP

| | |
|---|--------------------|
| Description of the bidder's organizational capabilities to deliver the services in a timely manner, including a brief description of their company, a History of their firm and/or personal experiences in developing and implementing a program of this type | 0-15 Points |
| A comprehensive description of services to be provided | 0-25 Points |
| Documentation of knowledge of the Every Student Succeeds Act (ESSA) of 2015 | 0-10 Points |
| Documentation of knowledge of the NH Migrant Education Program And the specific needs of this population in NH | 0-30 Points |
| Detailed budget, including budget notes, which clearly explain the relationship between proposed activities and expenditures | <u>0-20 Points</u> |
| Total Possible Points | 100 Points |

| <u>Proposal</u> | <u>Amount</u> | <u>Peer Review</u> |
|---|------------------------|---------------------------|
| North Country Education Services Agency | \$80,000.00 | 80 |
| StudentNest | \$ Per Hour Rate given | 44 |

| | Lynda Thistle Elliott | Barbara Patch | Rachel Valladares | Average |
|---|-----------------------|---------------|-------------------|---------|
| North Country Education Services Agency | 76 | 81 | 83 | 80 |
| StudentNest | 47 | 41 | 44 | 44 |

Reviewer Qualifications

Dr. Lynda Thistle-Elliott – Education Consultant II, NH Director of Homeless Education. She has been with her program for 21 years.

Barbara Patch – Education Consultant II, NH State Director of the Migrant Education Program. She has been with the program for 35 years.

Rachel Valladares – Program Specialist II, NH Migrant Education Program. She has been with the program for 9 years.

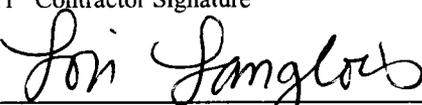
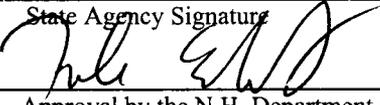
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|-------------------------------------|--|-------------------------------------|
| 1.1 State Agency Name NH Department of Education | | 1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301 | |
| 1.3 Contractor Name North Country Education Services Agency | | 1.4 Contractor Address 300 Gorham Hill Road, Gorham, NH 03581 | |
| 1.5 Contractor Phone Number 603-466-5437 | 1.6 Account Number See Exhibit B | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$80,000.00 |
| 1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Educational Improvement | | 1.10 State Agency Telephone Number 603-271-5992 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director | |
| 1.13 Acknowledgement: State of NH , County of COOS On October 11, 2017 , 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]  | | LISA MARIE NADEAU, Notary Public My Commission Expires August 14, 2018 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Lisa Marie Nadeau, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, Commissioner of Education | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/2/17 | | | |
| 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 80:7c 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

Contractor Initials JS
Date 10/11/17

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 91A 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 JJ
Date 10/11/17

EXHIBIT A SCOPE OF SERVICES

North Country Education Services Agency will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2018:

- Consult and coordinate activities with the NHDOE Migrant Education Staff to the migrant student population ages 3 through 21 including preschool, in-school and out-of-school youth
- Provide educational services utilizing volunteer tutors approved by the NHDOE Migrant Education Staff to the migrant student population
- Monitor the implementation of the day-to-day operation of the program
- Collect data documenting the delivery of services to migrant students and report that data to the NHDOE Migrant Staff and/or project evaluator for the purpose of evaluating and improving the impact of this program
- Collaborate with other relevant service providers in areas such as academic instruction, remedial and compensatory instruction, bilingual and multicultural instruction, vocational instruction, career education services, special guidance, counseling and testing services, health services, and preschool services
- Purchase and maintain maintenance agreements on equipment as directed by the NHDOE Migrant Education Staff
- Supervise and complete criminal background checks on personnel associated with the program.
- Provide relevant professional development to personnel providing services through this program
- Provide for interstate collaboration activities as required by law

EXHIBIT B
Budget through June 30, 2018

| | Total |
|--|--------------|
| Consultants & Contracted Services: Program services, contracts with tutors, recruiters, and family service workers | \$68,775.00 |
| Materials & Supplies: Consumables, books, resources for tutors, accessories (cases, chargers, headphone, mic) and applications (language tutorials, and appropriate educational software) | \$3,000.00 |
| Equipment | \$2,000.00 |
| Copy/Printing (for accounting and reports) | \$150.00 |
| Postage (mailing of checks, reports, other correspondence) | \$150.00 |
| Indirect Costs 8% (NCES approved rate) | \$5,925.00 |
| GRAND TOTAL | \$80,000.00 |

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$80,000.00.

Funding Source: Funding is available in the accounts titled Migrant Education and Migrant Education Consortium Incentive Grants as follows:

| | FY18 |
|--|-------------|
| 06-56-56-562010-25120000-082-500599 Education Grants | \$60,000.00 |
| 06-56-56-562010-25130000-082-500599 Education Grants | \$20,000.00 |

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Barbara Patch
 Education Consultant
 NH Department of Education
 101 Pleasant Street
 Concord, NH 03301

EXHIBIT C

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to two additional one year terms, subject to the contractor's acceptable performance of the terms therein.

Contractor Initials JS
Date 10/11/17

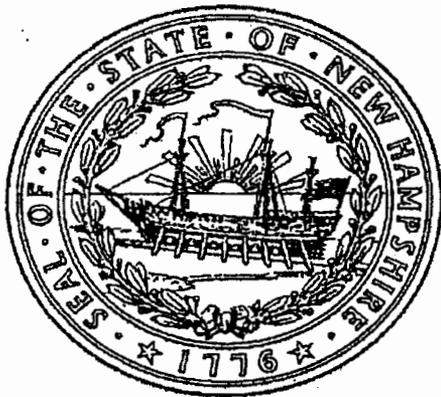
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. 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: 66448



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th 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 Authority

I, Kathleen Kelley, Clerk/Secretary of North Country Education Services do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services will enter into a contract with the Department of Education to provide migrant education services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Service's Board of Directors has named Lori Langlois 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 Board of Director's meeting on June 14, 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:

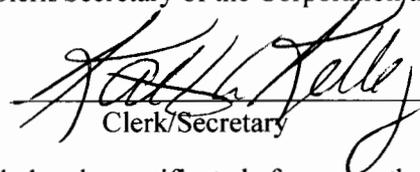
Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Co-Treasurer/Co-Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation, this 11 day of October 2017.


Clerk/Secretary

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

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On October 11, 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 she executed the foregoing certificate.

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


Notary/Justice of the Peace

LISA MARIE NADEAU, Notary Public
My Commission Expires August 14, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|--|-----------------------|--|
| Participating Member: North Country Education Services | Member Number: | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|--|-----------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not: | |
|--|--------------------------------|---------------------------------|---|---------------------|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) <input checked="" type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2017 | 7/1/2018 | Each Occurrence | \$ 5,000,000 |
| | | | General Aggregate | \$ 5,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 7/1/2017 | 7/1/2018 | Combined Single Limit (Each Accident) | \$5,000,000 |
| | | | Aggregate | \$5,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 7/1/2017 | 7/1/2018 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease -- Each Employee | \$2,000,000 |
| | | | Disease -- Policy Limit | |
| <input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft) | 7/1/2017 | 7/1/2018 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

Description: Proof of Primex Member coverage only.

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301 | | | By: <i>Tammy Downer</i> |
| | | | Date: 8/8/2017 tdenver@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |



**BOARD OF DIRECTORS
FY 2017 – 2018**

Dr. Marion Anastasia
Superintendent SAU 36
14 King Square
Whitefield, NH 03598-3302
837-9363 PH / 837-2326 FX
manastasia@sau36.org

Dr. Cheryl Baker
Board VP, Policy Member
Plymouth State University, Director,
Graduate Recruitment/ Outreach
MSC 11 ~ 17 High Street
Plymouth, NH 03264-1595
535-2737 PH/ 535-2572 FX
cbaker@plymouth.edu

Bruce Beasley
Superintendent SAU 7
21 Academy Street
Colebrook NH 03576
237-5571 ext 15
bbeasley@sau7.org

Randy Bell
Member at Large, Policy
4 Cabot Lane
Bedford, NH 03110
bellp@comcast.net

Robert Boschen
Member at Large
Executive Director Tri-County CAP
30 Exchange St
Berlin, NH 03570
603-752-7001
rboschen@tccap.org

Paul Bousquet
Board President, Finance Member
Superintendent SAU 20
123 Main Street
Gorham, NH 03581-1659
466-3632 PH ext 5 / 466-3870 FX
paul.bousquet@sau20.org

Jody Camille
Member at Large, Personnel
WMCC-Berlin
2020 Riverside Drive
Berlin, NH 03570-3717
752-1113
jcamille@ccsnh.edu

Corinne Cascadden
Personnel & Policy Member
Superintendent SAU 3
183 Hillside Avenue
Berlin, NH 03570-1817
752-6500 PH/ 752-2528 FX
ccascadden@sau3.org

Pierre Couture
Finance Member
Superintendent SAU 35
260 Cottage Street Ste C
Littleton, NH 03561-4143
444-3925 PH / 444-6299 FX
p.couture@sau35.org

Susan Hodgdon
Superintendent SAU 77
PO Box 130
Monroe, NH 03771-0130
638-2800 PH/ 638-2031 FX
shodgdon@monroeschool77.com

Bernard Keenan
Member at Large
Personnel Member
127 Glen Road
Gorham, NH 03581-1347
466-2972
lilysky@ncia.net

Katherine Kelley
Finance Committee
NCES Co-Treasurer
Randolph Hill Rd
Randolph, NH 03592
kukelley@me.com

Michael Kelley
Superintendent SAU 58
15 Preble Street
Groveton, NH 03582-4135
636-1437 PH / 636-6102 FX

Laurie Melanson
Superintendent SAU 23
2975 Dartmouth College Hwy
North Haverhill, NH 03774-4535
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Judith McGann
Policy Member
Superintendent SAU 68
PO Box 97
Lincoln, NH 03251-0097
745-2051 PH / 745-2352 FX
jmcgann@lin-wood.org

Robert Mills
Member at Large, Finance Committee
rcmills@myfairpoint.net

Dr. Steven Nilhas
Superintendent SAU 84
102 School St.
Littleton, NH 03561
444-5215 PH/444-3015 FX
snilhas@littletonschools.org

Annemarie Platt
Member at Large
Personnel Member
NCES Treasurer
9 Gill Street
Gorham, NH 03581-4910
752-7493

Pamela Stimpson
Superintendent Designee SAU 9
Director of Special Services SAU 9
176A Main Street, Conway, NH 03818
447-8368, Fax: (603) 447-8497
p_stimpson@sau9.org

North Country Education Services Agency

List of Principal Staff

| <u>Employee</u> | <u>Title</u> |
|-----------------|--------------------|
| Lori Langlois | Executive Director |

Dr. Langlois is acting as a coordinator for the project. She is not receiving any payment from the contract.

Funding is for program services, contracts with tutors, recruiters, and family service workers; consumables, books, resources for tutors, accessories (cases, chargers, headphone, mic) and applications (language tutorials, and appropriate educational software); equipment; copy/printing; and postage.

**NORTH COUNTRY EDUCATION SERVICES AGENCY
FINANCIAL STATEMENTS
With Independent Auditor's Report Thereon**

June 30, 2017 and 2016

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

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

Report on the Financial Statements. We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

Auditor's Responsibility. Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance auditing standards that are generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the North Country Education Services Agency, as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Schedule. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing it for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Paul J. Mercier, Jr. CPA for

The Mercier Group, a professional corporation
Canterbury, New Hampshire
August 26, 2017

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Financial Position

June 30, 2017 and 2016

All numbers are expressed in USA Dollars

| | 2017 | 2016 |
|---|------------------|------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | 275,833 | 43,854 |
| Investments | 544,654 | 456,683 |
| Accounts receivable | 87,883 | 61,371 |
| Grants receivable | 27,644 | 42,353 |
| Prepaid expenses | 3,000 | - |
| | 939,014 | 604,261 |
| RESTRICTED CASH | - | 22,608 |
| PROPERTY AND EQUIPMENT | | |
| Land | 35,000 | 35,000 |
| Buildings | 609,967 | 609,967 |
| Equipment | 27,854 | 82,609 |
| Less: accumulated depreciation | (479,558) | (515,682) |
| | 193,263 | 211,894 |
| | 1,132,277 | 838,763 |
| LIABILITIES AND NET ASSETS | | |
| LIABILITIES | | |
| Current: | | |
| Current maturities of long-term debt: | | |
| Mortgage Note Payable | - | 18,197 |
| Accounts payable | 2,114 | 1,979 |
| Deferred revenues | 52,800 | 1,500 |
| | 54,914 | 21,676 |
| Long-term, <i>less current maturities</i> | | |
| Mortgage Note Payable | - | 63,488 |
| Contingency for unfunded pension obligations: | | |
| Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources | 1,319,678 | 1,278,298 |
| | 1,319,678 | 1,341,786 |
| | 1,374,592 | 1,363,462 |
| NET ASSETS | | |
| Unrestricted: | | |
| Board designated for building improvements | 18,840 | - |
| Net investment in property & equipment | 193,263 | 130,209 |
| Available to operations | 535,215 | 421,710 |
| Deficit related to unfunded pension obligations | (1,319,678) | (1,278,298) |
| | (572,360) | (726,379) |
| Temporarily restricted: | | |
| For loan guarantees | - | 22,608 |
| For program purposes | 330,045 | 179,072 |
| | 330,045 | 201,680 |
| | (242,315) | (524,699) |
| | 1,132,277 | 838,763 |

The accompanying notes are and integral part of these financial statements.

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

| | 2017 | | | 2016 | | |
|---------------------------------------|------------------|----------------|------------------|------------------|----------------|------------------|
| | Temporarily | | Total | Temporarily | | Total |
| | Unrestricted | Restricted | | Unrestricted | Restricted | |
| OPERATING SUPPORT, REVENUES | | | | | | |
| AND RECLASSIFICATIONS | | | | | | |
| Federal grants | | 561,270 | 561,270 | | 111,571 | 111,571 |
| State grants | | 134,143 | 134,143 | | 160,596 | 160,596 |
| Local government agencies | | 236,266 | 236,266 | | 129,131 | 129,131 |
| Other non-profit agencies | | 381,220 | 381,220 | | 266,534 | 266,534 |
| Donations | 200 | | 200 | | | |
| Program service revenue | 1,283,347 | | 1,283,347 | 1,370,171 | | 1,370,171 |
| Net assets released from restriction: | | | | | | |
| Satisfaction of program restrictions | 1,184,534 | (1,184,534) | - | 533,175 | (533,175) | - |
| | 2,468,081 | 128,365 | 2,596,446 | 1,903,346 | 134,657 | 2,038,003 |
| OPERATING EXPENSES | | | | | | |
| Educational Program Services: | | | | | | |
| NCES Programs | 838,412 | | 838,412 | 867,093 | | 867,093 |
| USDA Equipment | 288,627 | | 288,627 | | | |
| Adult Learner Services | 149,401 | | 149,401 | 137,228 | | 137,228 |
| Jane's Trust | 136,620 | | 136,620 | | | |
| STEM | 126,323 | | 126,323 | 129,131 | | 129,131 |
| Coos County Director's Network | 101,591 | | 101,591 | | | |
| SAP | 100,000 | | 100,000 | | | |
| NISL | 99,246 | | 99,246 | 56,623 | | 56,623 |
| Tillotson - Operations | 50,000 | | 50,000 | | | |
| NH Center for Learning | 48,224 | | 48,224 | 59,700 | | 59,700 |
| Distance Learning | 40,118 | | 40,118 | 135,392 | | 135,392 |
| NHCTA | 24,185 | | 24,185 | | | |
| SAHE | 14,118 | | 14,118 | 66,330 | | 66,330 |
| ABE College Transitions | 6,751 | | 6,751 | 5,061 | | 5,061 |
| Tillotson - No. of the 44th | 3,349 | | 3,349 | 3,128 | | 3,128 |
| Film Festival | 1,500 | | 1,500 | | | |
| Community Engagement | 205 | | 205 | 2,125 | | 2,125 |
| Next Steps NH | | | | 51,815 | | 51,815 |
| | 2,028,670 | - | 2,028,670 | 1,513,626 | - | 1,513,626 |

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

| | 2017 | | | 2016 | | |
|---|------------------|----------------|------------------|------------------|----------------|------------------|
| | Unrestricted | Temporarily | | Unrestricted | Temporarily | |
| | | Restricted | Total | | Restricted | Total |
| Support services: | | | | | | |
| Management and general | 378,863 | | 378,863 | 344,200 | | 344,200 |
| | 2,407,533 | - | 2,407,533 | 1,857,826 | - | 1,857,826 |
| NET OPERATING INCOME(LOSS) | 60,548 | 128,365 | 188,913 | 45,520 | 134,657 | 180,177 |
| NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS | | | | | | |
| Investment income | 89,971 | | 89,971 | 7,018 | | 7,018 |
| Unrelated business income - garage rent | 3,500 | | 3,500 | - | | - |
| | 93,471 | - | 93,471 | 7,018 | - | 7,018 |
| CHANGE IN NET ASSETS | 154,019 | 128,365 | 282,384 | 52,538 | 134,657 | 187,195 |
| NET ASSETS (DEFICIT) - BEGINNING | (726,379) | 201,680 | (524,699) | (778,917) | 67,023 | (711,894) |
| NET ASSETS (DEFICIT) - ENDING | (572,360) | 330,045 | (242,315) | (726,379) | 201,680 | (524,699) |

The accompanying notes are and integral part of these financial statements.

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

| | 2017 | | | | 2016 | | | | |
|---------------------------------|------------------|----------------|----------------------|------------------|----------------|------------------|----------------------|-------|--|
| | Management and | | Educational Programs | Total | Management and | | Educational Programs | Total | |
| | General | General | | | General | General | | | |
| EXPENSES | | | | | | | | | |
| Salaries and other compensation | 697,757 | 223,630 | 921,387 | 688,572 | 222,048 | 910,620 | | | |
| Pension expense | 125,737 | 43,152 | 168,889 | 60,959 | 18,193 | 79,152 | | | |
| Other Employee benefits | 126,309 | 54,103 | 180,412 | 115,324 | 45,412 | 160,736 | | | |
| Payroll taxes | 54,767 | 17,628 | 72,395 | 56,629 | 17,741 | 74,370 | | | |
| Staff development | 82,401 | 3,050 | 85,451 | 1,800 | | 1,800 | | | |
| Contracted services | 380,928 | 6,500 | 387,428 | 280,940 | 7,000 | 287,940 | | | |
| Occupancy | 45,039 | 9,198 | 54,237 | 34,733 | 8,056 | 42,789 | | | |
| Administrative expenses | 22,897 | 7,115 | 30,012 | 20,733 | 7,396 | 28,129 | | | |
| Travel | 56,610 | 9,749 | 66,359 | 30,586 | 5,066 | 35,652 | | | |
| Materials & supplies | 419,512 | | 419,512 | 183,049 | | 183,049 | | | |
| Insurance | 2,500 | | 2,500 | | | | | | |
| Depreciation | 13,973 | 4,658 | 18,631 | 35,763 | 11,921 | 47,684 | | | |
| Interest | 240 | 80 | 320 | 4,538 | 1,367 | 5,905 | | | |
| | 2,028,670 | 378,863 | 2,407,533 | 1,513,626 | 344,200 | 1,857,826 | | | |

The accompanying notes are and integral part of these financial statements.

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Cash Flows

For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

| | 2017 | 2016 |
|---|-----------------|-----------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Net operating income(loss) | 188,913 | 180,177 |
| <i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i> | | |
| Depreciation Expense | 18,631 | 47,684 |
| Difference between pension expense for GASB 68 and NHRS plan contributions | 41,380 | (40,920) |
| Change in assets and liabilities: | | |
| (Increase) decrease in assets: | | |
| Accounts receivable | (26,512) | 56,360 |
| Grants receivable | 14,709 | 7,836 |
| Prepaid expenses | (3,000) | 5,548 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | 135 | (64,719) |
| Deferred revenues | 51,300 | 124 |
| | 285,556 | 192,090 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Unrelated business income - garage rent | 3,500 | - |
| Earnings on investments | 89,971 | 7,018 |
| Purchase of Investments | (87,971) | (106,796) |
| | 5,500 | (99,778) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Increase(decrease) in line of credit | - | (31,500) |
| Principal payments - mortgage notes | (81,685) | (17,139) |
| | (81,685) | (48,639) |
| NET INCREASE (DECREASE) IN CASH | 209,371 | 43,673 |
| CASH - BEGINNING | 66,462 | 22,789 |
| CASH - ENDING | 275,833 | 66,462 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION | | |
| Cash payments for interest | 320 | 5,905 |

The accompanying notes are and integral part of these financial statements.

Lori Langlois

Education

- Doctoral degree student: Learning, Leadership & Community
Plymouth State University, College of Graduate Studies, anticipated completion May 2018
- Certificate of Advanced Graduate Study: Educational Leadership
Plymouth State University, College of Graduate Studies, May 2012, *Summa Cum Laude*
- Master of Education: Secondary Education: Curriculum Development & Assessment,
Plymouth State College, College of Graduate Studies, May 2001, *Summa Cum Laude*
- Bachelor of Science, Business Administration with a minor in Economics
Whittemore School of Business, University of New Hampshire, May 1995, *Summa Cum Laude*

Professional Experience

- Executive Director – North Country Education Services. July 2013 – present
Associate Executive Director/Grant Writer – North Country Education Services. January 2007 – June 2013
Interim Executive Director – North Country Education Services. April 2009 – May 2010
Director of Professional Development/Grant Writer – North Country Education Services. July 99 - present
Assistant Coordinator/Grant Writer -North Country Education Services. July 97 – June 99

Project director of:

- Transforming STEM Instruction in North Country Classroom, 2014 – present*
Math Science Partnership via Gorham Randolph Shelburne Cooperative
- New Hampshire Academy of Pacesetter Districts 2012*
Berlin School District
- Technology Integration in North Country Schools Project, 2010-2011 & 2011-2012*
Rural School Educator Effectiveness Collaborative, State Agencies for Higher Education
- Technology Integration for Coos Classrooms, 2009-2010 & 2010-2011*
Neil & Louise Tillotson Foundation, NH Charitable Foundation Grant
- North Country Middle School Film Festival, annually since 2009/2010*
Neil & Louise Tillotson Foundation, NH Charitable Foundation Grant
- Technology Leadership Cohort - North Country Region, 2009-2010 & 2011-2012*
New Hampshire Department of Education Title IID (Milan School District fiscal agent)
- New Hampshire Responses to Intervention Statewide Conferences – Cohorts I & II, 2010-2012*
New Hampshire Department of Education
- North Country High School Coalition for Alcohol Abuse Prevention, 2008-2011*
USDOE Grants to Reduce Alcohol Abuse Program
- North Country Initiative for the Advance of Science Teaching, 2006-2007*
NH Department of Education, Mathematics/Science Partnership Grant
- North Country Induction-with-Mentoring Project (four-districts) 2004-2007*
NH Department of Education, Teacher Quality Enhancement Grant