

95 4B

Frank Edelblut
Commissioner



Christine Brennan
Deputy Commissioner

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

July 11, 2019

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with Seymour Osman Community Center, Dover, NH (Vendor Code #153455), for the amount of \$344,500.00, to offer extended day programming for youth and their families, effective upon Governor and Council approval, through June 30, 2023, 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled 21st Century Community Center, Title IVB as follows, upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified;

06-56-56-562010-25190000-072-500577 Grants-Federal

<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>Total</u>
\$86,125.00	\$86,125.00	\$86,125.00	\$86,125.00	\$344,500.00

EXPLANATION

The New Hampshire Department of Education would like approval to enter into a **sole source** contract with Seymour Osman Community Center for a four year period. This vendor was awarded a renewability option by the U.S. Department of Education in FY2019. Therefore, the Department did not submit an RFA to the public in 2018 and instead did an assessment of its current grantees to determine if they were successful in their outcomes for students. At that time the commissioner agreed to a one year contract. The vendor must comply with all the terms and agreements of the grant including on-site monitoring, continuous improvement reviews as well as participate in the state assessment in order to continue on for the remaining 4 years of the 5 year grant period. The vendor has complied and we are asking for the remaining 4 years to be approved.

His Excellency, Governor Christopher T. Sununu
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This program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. These programs and services are designed to reinforce and complement the regular academic program of the participating students.

The conditional nature of this approval is a result of new state indicators that all programs will be measured against, including baseline academic growth, behavioral data, program attendance, and family engagement. Continued funding under this program will be conditional upon showing growth in one or more of these common state indicators. The indicators were discussed at a meeting at the Department of Education on June 16, 2019. As in prior years, the grantee shall also report three times per year to the 21 APR Federal Reporting System on attendance, activities, and program outcomes.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

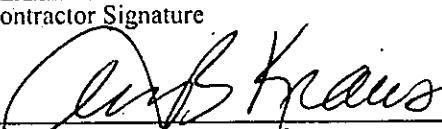
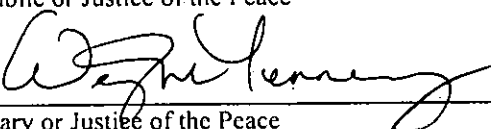

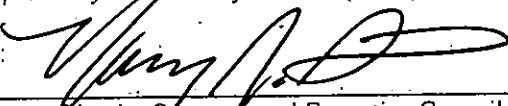
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Education		1.2 State Agency Address 101 Pleasant St, Concord, NH 03301	
1.3 Contractor Name Seymour Osman Community Center		1.4 Contractor Address 40 Hampshire Circle, Dover, NH 03820	
1.5 Contractor Phone Number (603) 749-6692	1.6 Account Number See Exhibit B	1.7 Completion Date 06/30/2023	1.8 Price Limitation \$344,500.00
1.9 Contracting Officer for State Agency Kathleen Vestal		1.10 State Agency Telephone Number (603) 271-3853	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Allan B. Krans, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>6/27/19</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily procured 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 COMMISSION. EXPIRES <u>APR 17, 2024</u>			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Title of Notary or Justice of the Peace <u>Wendy M. Tenney, Notary Public</u>			
1.14 State Agency Signature  Date: <u>6-27-19</u>		1.15 Name and Title of State Agency Signatory <u>Frank Ehlblat, Commissioner</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>6/27/19</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

Contractor Initials



Date

5/28/19

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



Date

5/28/19

EXHIBIT A

SCOPE OF SERVICES

The 21st Community Learning Center grant supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children.

These activities include:

- Remedial education activities and academic enrichment learning programs, including those which provide additional assistance to students to allow the students to improve their academic achievement;
- Mathematics and science education activities;
- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services, including those provided by senior citizen volunteers, and mentoring programs;
- Programs that provide after-school activities for limited English proficient (LEP) students and that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement;
- Drug and violence prevention programs;
- Counseling programs; and
- Character education programs.

Seymour Osman Community Center will serve approximately 70 children per day, grades 1 through 4 from Woodman Park Elementary.

The programming is as follows:

School dismisses at 3:05. Students transition to their Homework Lab. Homework Lab Leaders are certified teachers or paraprofessionals employed by the Dover School District. Upon arrival students have snack and begin working on homework. Students who finish early or do not have homework choose to read or participate in a project that reinforces math fact skills.

Contractor Initials

Date

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Enrichment programs take place between 4:00 pm and 5:00 pm. This is a blend of recreation and academic programming. Each day between five to seven enrichment program options are offered. Among the programs are cultural exploration programs, mindfulness education, Reader's Theater, physical education, team building service learning, anti-bullying exercises, and STEM learning opportunities.

The final hour from 5:00 pm to 6:00 pm consists of large group recreation time conducted in the gym or on the playground.

Seymour Osman Community Center provides a summer enrichment program called Camp STREAM. It is designed to engage children grades 1 – 4 during the summer daytime hours of 8:00 am to 3:00 pm. Scheduled each day are morning meeting (modeled after Responsive Classroom practices), small group play, meals, recess, and reading time.

The conditional nature of this approval is a result of new state indicators that all programs will be measured against, including baseline academic growth, behavioral data, program attendance, and family engagement. Continued funding under this program will be conditional upon showing growth in one or more of these common state indicators. The indicators will be discussed at the meeting to be held at the Department of Education on June 16, 2019. As in prior years, the grantee shall also report three times per year to the 21APR Federal Reporting System on attendance, activities, and program outcomes.

Contractor Initials
Date

ABK
5/28/19

EXHIBIT B

BUDGET

Expenditure line Items	FY20	FY21	FY22	FY23
Salaries	\$53,198.00	\$53,198.00	\$53,198.00	\$53,198.00
Employee Benefits	\$12,864.69	\$12,864.69	\$12,864.69	\$12,864.69
Program Providers and Work Study	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
Professional Development	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Supplies	\$1,875.55	\$1,875.55	\$1,875.55	\$1,875.55
Phone	\$245.96	\$245.96	\$245.96	\$245.96
Cell service	\$340.80	\$340.80	\$340.80	\$340.80
Postage	\$100.00	\$100.00	\$100.00	\$100.00
Travel	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Data Collection	\$500.00	\$500.00	\$500.00	\$500.00
Total	\$86,125.00	\$86,125.00	\$86,125.00	\$86,125.00

Source of Funding: Funds to support this request are anticipated to be available in the account titled 21st Century Community Center, Title IVB as follows, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified;

06-56-56-562010-25190000-072-500577 Grants-Federal

<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
\$86,125.00	\$86,125.00	\$86,125.00	\$86,125.00

Limitation on price: Upon mutual agreement between the 21st CCLC State Director and the grantee, line items in this budget may be adjusted but in no case shall the total budget exceed the price limitation of \$344,500.00.

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 approved grant proposal, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payments will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to the grant management system and approved by the 21st CCLC State Director.

Contractor Initials ABK
Date 5/2/19

EXHIBIT C

Special Provisions

None


Contractor Initials 
Date 5/28/19

EXHIBIT D**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials _____
Date _____

ABK
5/28/19

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials
Date


5/28/19

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials

Date



5/20/19

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality**Rights to Inventions Made Under a Contract or Agreement**

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials

Date



 5/28/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials ASB
Date 5/28/19

State of New Hampshire

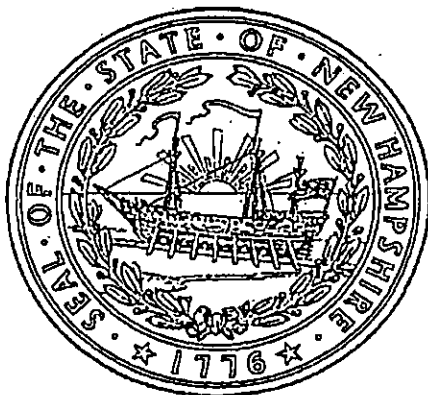
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEYMOUR OSMAN COMMUNITY CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 29, 2002. 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: 404057

Certificate Number : 0004086024



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Greg Brown do hereby certify that:

- (1) I am the duly elected clerk of Seymour Osman Community Center (SOCC).
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 07/30/2019.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Allan Krans Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

Seymour Osman Board has appointed the Dover Housing Authority as their fiscal agent, therefore the insurance for Seymour is obtained through the Dover Housing Authority.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 30th day of July, 2019.

Greg Brown
Signature
Vice President

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On July 30, 2019, the foregoing instrument was acknowledged before me.

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

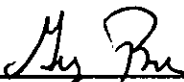
My commission expires on: 6/29/21

Laurie Smith Young
Notary Public/Justice of the Peace
LAURIE SMITH YOUNG
Notary Public
Commission Expires June 29, 2021
NEW HAMPSHIRE

RESOLUTION NO. 2019-07-30-02

NOW, THEREFORE, BE IT RESOLVED, by the Directors of the Seymour Osman Community Center, that Allan Krans, Executive Director, Seymour Osman Community Center (SOCC), is duly authorized to sign a four year contract, on behalf of (SOCC), with the State of New Hampshire Department of Education for fiscal years ending June 30, 2020 thru 2023 funding, and is further authorized to execute any documents which may, in his judgement, be desirable or necessary to effect the purpose of this vote.

Above is a true and correct copy of the resolution passed by the Directors of the Seymour Osman Community Center at their regular meeting July 30, 2019.



Secretary Vice President

4(b)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 D.B. Wartick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862	CONTACT NAME: Gail Howe PHONE (Ac, No, Ext): (603) 964-6065 FAX (Ac, No): (603) 964-9029 EMAIL ADDRESS: ghowe@dbwartick.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: Mount Vernon Fire Insurance INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Seymour Osman Community Center c/o Dover Housing Auth 62 Whittier St Dover NH 03820	NAIC #

COVERAGES

CERTIFICATE NUMBER: 2018-2019 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 INSUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	09/24/2018	09/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 \$
	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/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers & Employment Practices Liability		[REDACTED]	08/28/2018	08/29/2019	Each Claim & Aggregate \$1,000,000 Each Claim & Aggregate \$1,000,000

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

Evidence of coverage

CERTIFICATE HOLDER**CANCELLATION**
 NH Department of Education State Office Park South
 101 Pleasant Street

Concord

NH 03301-3860

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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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: Dover Housing Authority 62 Whittier Street Dover, NH 03820-2994	Member Number: 551	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 1/16/2019 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
US Department of Housing Urban Development 10 Causeway Street Boston, MA 02222-1092			

Seymour Osman Community Center		
Board of Directors		
First	Last	Director/Officer
Joan	Breault	Director
Gregory	Brown	Director
Jeff	Brown	Director
Nicholas	Coutourier	Director
Beth	Dunton	Director
Timothy	Granfield	Director/Chair
Nancy	Hunt	Director
Allan	Krans	Member/Executive Director
Kathy	Noel	Member/Secretary
Roxanne	Osgood	Director
Katherine	Parker Wright	Director
Rachel	Stansfield	Director
Wendy	Tenney	Member/Treasurer
David	Terlemezian	Director
Edward	Webb	Director
Laurie	Young	Director

*Board members are non-salaried

SEYMOUR OSMAN COMMUNITY CENTER

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2018

SEYMOUR OSMAN COMMUNITY CENTER

FINANCIAL STATEMENTS

JUNE 30, 2018

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors
Seymour Osman Community Center
Dover, New Hampshire

We have reviewed the accompanying financial statements of Seymour Osman Community Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

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.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Ouellette & Associates, P.A.
Certified Public Accountants

February 6, 2019
Lewiston, Maine

SEYMOUR OSMAN COMMUNITY CENTER

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2018

ASSETS

ASSETS

Cash	\$ 12,925
Accounts Receivable	2,003
Grants Receivable	<u>21,285</u>
Total Current Assets	<u>36,213</u>

EQUIPMENT

Equipment	7,838
Less: Accumulated Depreciation	<u>7,838</u>
Net Equipment	<u>-</u>

TOTAL ASSETS

\$ 36,213

LIABILITIES AND NET ASSETS

LIABILITIES

Accounts Payable	\$ 1,895
Accrued Payroll	2,827
Accrued Compensated Absences	5,180
Refundable Advances	2,945
Due to Dover Housing Authority	<u>14,000</u>

Total Liabilities

26,847

NET ASSETS

Unrestricted	<u>9,366</u>
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TOTAL LIABILITIES AND NET ASSETS

\$ 36,213

See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2018

SUPPORT AND REVENUE

Contributions:

Dover Housing Authority - Monetary Funding	\$ 23,000
Dover Housing Authority - Donated Facility	87,198
Dover Housing Authority - Donated Overhead Costs	26,857
Other Miscellaneous Contributions	8,255

Grant Revenue:

21st Century Community Learning Center Grant	84,979
New Hampshire Charitable Foundation	900

Service Fees	43,063
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Special Events Revenue	3,505
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Less: Costs of Direct Benefits to Donors	<u>362</u>
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Net Revenue from Special Events	3,143
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Other Revenue	9,007
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Interest Income	<u>17</u>
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TOTAL SUPPORT AND REVENUE	<u>286,419</u>
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EXPENSES

Program Expenses	263,470
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Management and General	<u>18,036</u>
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TOTAL EXPENSES	<u>281,506</u>
-----------------------	-----------------------

CHANGE IN NET ASSETS	4,913
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NET ASSETS, BEGINNING OF YEAR	<u>4,453</u>
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NET ASSETS, END OF YEAR	<u>\$ 9,366</u>
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See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2018

	<i>Program Expenses</i>	<i>Management and General</i>	<i>Total</i>
Salaries and Wages	\$ 106,351	\$ -	\$ 106,351
Payroll Taxes and Benefits	23,113	-	23,113
Total Personnel Expenses	129,464	-	129,464
Rental Expense	78,478	8,720	87,198
Direct Program Expenses - Contracted Services	14,970	-	14,970
Direct Program Expenses - Other	7,567	-	7,567
Utilities	13,190	1,466	14,656
Supplies and Materials	2,940	-	2,940
Professional Fees	4,850	-	4,850
Computer Support	1,028	-	1,028
Maintenance	4,351	483	4,834
Telephone and Internet	1,045	-	1,045
Insurance	4,096	-	4,096
Training	470	-	470
Travel and Conferences	708	-	708
Printing and Copying	220	-	220
Postage	93	-	93
Bookkeeping	-	7,367	7,367
TOTAL EXPENSES	\$ 263,470	\$ 18,036	\$ 281,506

See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	\$ 4,913
<i>Adjustments to Reconcile Change in Net Assets to Net Cash From Operating Activities:</i>	
<i>(Increase) Decrease in Operating Assets:</i>	
Accounts Receivable	(2,003)
Grants Receivable	(2,685)
<i>Increase (Decrease) in Operating Liabilities:</i>	
Accounts Payable	579
Accrued Payroll	671
Accrued Compensated Absences	434
Refundable Advances	<u>935</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>2,844</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net Payments to Dover Housing Authority	<u>(2,000)</u>
CHANGE IN CASH	844
CASH AT BEGINNING OF YEAR	<u>12,081</u>
CASH AT END OF YEAR	<u>\$ 12,925</u>

See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

NOTE 1: ORGANIZATION AND NATURE OF ACTIVITIES

Seymour Osman Community Center (SOCC) is a private nonprofit organization affiliated with the Dover Housing Authority (DHA). The SOCC's mission is to provide *A Better Chance*. SOCC offers a wide array of opportunities and support in education, life experiences and technology within the Dover Housing Authority community and beyond with the aim of helping children and adults by providing educational skills, parental support and life experiences so the children will be able to better compete in life. SOCC does this by focusing on the development of grit and work ethic, conflict resolution skills, establishing clear goals, and increasing confidence of those children and adults in the community. SOCC's programs include a homework lab with a healthy snack, enrichment program and open gym.

The Organization is supported primarily through contributions from DHA, grants and services fees. Approximately 42% of the Organizations support and revenue for the year ended June 30, 2018 came from the 21st Century Community Learning Center Grant which supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The financial statements of the Organization have been prepared on an accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets as follows:

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

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that limit the use of the donated funds. When the time restriction ends or when the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. As of June 30, 2018, the Organization had no temporarily restricted net assets.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. As of June 30, 2018, the Organization had no permanently restricted net assets.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2018

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants Receivable

Grants receivable consist primarily of state and local community grants. Management believes that balances carried are fully collectible. Accordingly, no allowance for doubtful accounts is required. When management determines accounts are uncollectible, they will be directly charged off. Management believes such amounts would be immaterial.

Equipment

It is the Organization's policy to capitalize equipment with a cost of over \$5,000 if purchased, and a fair value of \$5,000 or more if the equipment is donated. Donated equipment is reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire equipment are reported as restricted contributions. Equipment is depreciated using the straight-line method over the estimated useful lives of the assets. All of the Organization's equipment was fully depreciated at June 30, 2018.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, no provision has been made for federal income taxes in the accompanying financial statements. Management has determined that the Organization does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ended June 30, 2018, 2017 and 2016.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2018.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2018

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense Allocation

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

Subsequent Events

Events that occur after the statement of financial position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. Subsequent events that provide evidence about conditions that existed at the statement of financial position date are required to be recognized in the accompanying financial statements. Subsequent events that provide evidence about conditions that existed after the statement of financial position date require disclosure in the accompanying notes. Management evaluated the activity of the Organization through February 6, 2019, the date the financial statements were available to be issued, and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

NOTE 3: GRANTS RECEIVABLE

The Organization has been awarded several grants to further its goal of providing youth programs, family support and drug and alcohol education. These grants are considered exchange transactions. Accordingly, revenue is earned as the program service is provided and expenses are recognized as incurred. Grants Receivables are due in less than one year and consist of the following at June 30, 2018:

21 st Century Community Learning Center Grant	<u>\$ 21,285</u>
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NOTE 4: RELATED PARTY TRANSACTIONS

SOCC and DHA share one board member. SOCC has ten board members at June 30, 2018.

Donated Facilities

The DHA has donated the use of the facility occupied by SOCC without any stipulation as to the occupancy period. For this reason, the Organization recognized, at fair value, a contribution and rental expense in the amount of \$87,198 for the value of the rent during the year.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2018

NOTE 4: RELATED PARTY TRANSACTIONS (Continued)

Donated Overhead Costs

The DHA has funded certain other overhead costs on behalf of the SOCC. These costs are treated as donations as DHA does not require the Organization to reimburse these costs. Overhead costs funded by DHA are as follows:

Utilities	\$14,656
Bookkeeping	7,367
Maintenance	<u>4,834</u>
	<u>\$26,857</u>

Personnel Expenses

The Organization is staffed by employees of DHA. The costs associated with these employees are reimbursed to DHA and are reported as Salaries and Wages and Payroll Taxes and Benefits for financial statement reporting purposes. For the year ended June 30, 2018, SOCC paid DHA \$129,464 for personnel costs. At June 30, 2018, SOCC owed DHA \$14,000 for June 2018 personnel costs.

Community Center Funding

During the year ended June 30, 2018, DHA provided funding towards the community centers operations. SOCC utilized funding totaling \$23,000 towards the support of its community center programs.

Financial Support

Presently, DHA has agreed to provide funding to SOCC on an as needed basis. For the year ended June 30, 2018, DHA provided approximately 50% of the Organization's total funding.

NOTE 5: CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances with one financial institution. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization's cash balances were fully insured at June 30, 2018.