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

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

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

February 17, 2016

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a **sole source** contract with Strafford Learning Center, Somersworth, NH (Vendor Code #155286) in the amount of \$89,656.20 to develop and provide training and technical assistance to local education agencies in their region under the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period of July 1, 2016 through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled State Professional Development Improvement Plan Grant, as follows:

			<u>FY2017</u>
06-56-56-5625	10-41070000-102-500731	Contracts for Program Services	\$89,656.20

EXPLANATION

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

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

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

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

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

- Increase capacity of regional transition infrastructure for Professional Development (PD)
 - Support the development of local Transition CoP
 - Coordination of PD training and coaching at regional intermediary
- Participate in the NSNH Leadership Team (LT) and relevant Work Group (WG) Meetings
- Assist NSNH LT with the LEA recruitment
- Serve as trainers and coaches for up to 3 LEAs implementing project strategies (with varying degrees of duration and intensity based on school implementation level):
 - Review LEA current transition practices, and develop and implement a PD plan that will impact the local need
 - Meet frequently with LEA transition liaisons to review the LEA PD plans, as well as fostering ongoing contact to stay in close communication
 - Support family engagement training
 - Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Collect training and coaching implementation data, and intervention fidelity data
- Assist the Evaluation WG in the development of fidelity instruments
- Contribute training and coaching materials, evaluation instruments and assessments, and resource materials to be posted on the Transition Resource Portal and the NHDOE Networks
- Participate in training on how to use the Transition Resource Portal and the NHDOE Networks for training and coaching with LEAs
- Perform all duties related to acting as Co-Lead ELO Trainer to Cohorts 3&4 schools, including preparing and delivering the two-day training, and preparing it to be posted on the TRP.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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- Perform all duties related to preparing and providing Administrator Sustainability Modules, including preparing and delivering the two-day training, and preparing it to be posted on the TRP.
- Prepare the Transition Courses to be posted on the TRP.
- Respond to LEA and RI requests for follow-up to Transition Courses.
- Assist with development of sustainable data collection tool.
- Provide coaching support to RIs, PIC and other project partners.
- Ensure alignment of transition best practice recommendations amongst all project partners.

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

Respectfully submitted,


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

Subject:

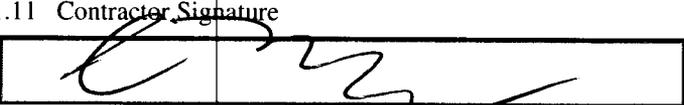
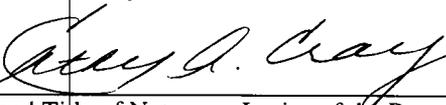
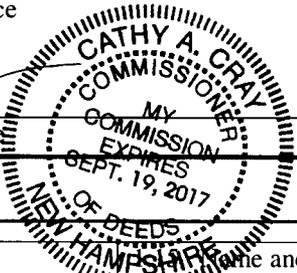
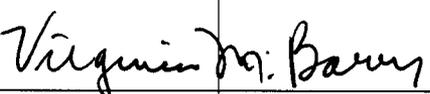
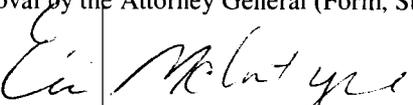
NH SPDG Grant Regional Intermediary to Provide Training and TA to LEAs.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord NH 03301	
1.3 Contractor Name Stafford Learning Center		1.4 Contractor Address 317 Main Street, Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 692-4411	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$89,656.20
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin J. Murphy, Executive Director	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Strafford</u> On <u>11/19/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>1/27/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

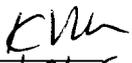
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event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

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

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

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

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

Contractor Initials 
Date 11/19/11

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials KML
Date 11/19/11

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

Scope of Services

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

The contractor will:

- Increase capacity of regional transition infrastructure for Professional Development (PD)
 - Support the development of local Transition CoP
 - Coordination of PD training and coaching at regional intermediary
- Participate in the NSNH Leadership Team (LT) and relevant Work Group (WG) Meetings
- Assist NSNH LT with the LEA recruitment
- Serve as trainers and coaches for up to 3 LEAs implementing project strategies (with varying degrees of duration and intensity based on school implementation level):
 - Review LEA current transition practices, and develop and implement a PD plan that will impact the local need
 - Meet frequently with LEA transition liaisons to review the LEA PD plans, as well as fostering ongoing contact to stay in close communication
 - Support family engagement training
 - Develop and provide training and coaching on Extended Learning Opportunities (ELOs) and evidenced-based transition practices
- Collect training and coaching implementation data, and intervention fidelity data
- Assist the Evaluation WG in the development of fidelity instruments
- Contribute training and coaching materials, evaluation instruments and assessments, and resource materials to be posted on the Transition Resource Portal and the NHDOE Networks
- Participate in training on how to use the Transition Resource Portal and the NHDOE Networks for training and coaching with LEAs
- Perform all duties related to acting as Co-Lead ELO Trainer to Cohorts 3&4 schools, including preparing and delivering the two-day training, and preparing it to be posted it on the TRP.
- Perform all duties related to preparing and providing Administrator Sustainability Modules, including preparing and delivering the two-day training, and preparing it to be posted it on the TRP.
- Prepare the Transition Courses to be posted it on the TRP.
- Respond to LEA and RI requests for follow-up to Transition Courses.
- Assist with development of sustainable data collection tool.
- Provide coaching support to RIs, PIC and other project partners.
- Ensure alignment of transition best practice recommendations amongst all project partners.

Initials: *JCM*
Date: 11/19/16

EXHIBIT B

Amended Budget Proposal

Budget (through June 30, 2017)

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

FY2017

Direct Costs

Contractual

Contractual: 2 Trainers/Coaches, 150 days per year \$78,747.00

(Contractual Description: SLC Standard Consultant Rate = \$524.98 per day or \$75 per hour and includes 29% fringe)

Other Contractual: Mileage Reimbursement @ .55 per mile) \$3,800.00

Other Direct Costs

Supplies (GoToMeeting: 1 organizer seat) \$468.00

Subtotal Direct Costs \$83,015.00

Indirect costs (8.0% of Direct Costs) \$6,641.20

Total Contract \$89,656.20

Limitation of Price: This contract will not exceed **\$89,656.20**

Method of Payment

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

Penny Duffy
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: KW
Date: 11/19/16

EXHIBIT C
Special Provisions

none

Initials: KN
Date: 12/19/15

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of November A.D. 2015

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Gail Kushner, Vice-Chairperson of Strafford Learning Center, do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the corporation.
2. The attached is a true and complete copy of the resolution adopted by the Executive Committee of the corporation at a meeting of that Committee of November 19, 2015, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

Resolved: That the Executive Director, Kevin J. Murphy, is hereby authorized on behalf of this corporation to enter into 2016-2017 Next Steps New Hampshire contract.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairperson of the corporation this 19th day of November, 2015.

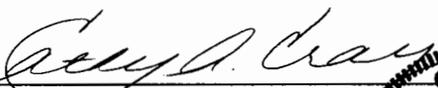

Gail Kushner, Vice-Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On this 19th day of November, 2015, before the undersigned officer, personally appeared Gail Kushner, known to me to be the Vice-Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

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


Commissioner of Deeds
My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2015

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

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

PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Pauline Proulx PHONE (A/C, No, Ext): (800) 937-0704 E MAIL ADDRESS: pproulx@infantine.com	FAX (A/C, No): (603) 669-6831
	INSURER(S) AFFORDING COVERAGE	
INSURED Strafford Learning Center 317 Main Street Somersworth NH 03878	INSURER A: Philadelphia Ins Co	NAIC #
	INSURER B: Wesco Ins. Co.	25011
	INSURER C: Philadelphia Indemnity Ins Co	18058
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 15/16 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				11/1/2015	11/1/2016	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				11/1/2015	11/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				10/3/2015	10/3/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers				11/1/2015	11/1/2016	Each Policy Period 1,000,000 Aggregate 2,000,000

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

Confirmation of coverage

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Education
 101 Pleasant St.
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Hamlin/PP3

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STRAFFORD LEARNING CENTER

FINANCIAL REPORT

JUNE 30, 2015



INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of Strafford Learning Center (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Strafford Learning Center as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

October 20, 2015

*Plodzik & Sanderson
Professional Association*

PLODZIK & SANDERSON
Professional Association | Accountants & Auditors

FINANCIAL STATEMENTS

STRAFFORD LEARNING CENTER
 STATEMENTS OF FINANCIAL POSITION
 FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	ASSETS		2015		2014
CURRENT ASSETS			<u>2015</u>		<u>2014</u>
Cash and cash equivalents		\$	450,955	\$	499,786
Accounts receivable			265,773		209,717
Prepaid expenses			23,399		30,191
Total current assets		\$	<u>740,127</u>	\$	<u>739,694</u>
PROPERTY AND EQUIPMENT					
Land		\$	5,000	\$	5,000
Buildings and improvements			769,327		703,441
Equipment			93,706		93,706
Construction in progress			-		13,851
		\$	<u>868,033</u>	\$	<u>815,998</u>
Less accumulated depreciation			426,147		416,697
Total property and equipment		\$	<u>441,886</u>	\$	<u>399,301</u>
INVESTMENTS			<u>\$ 32,909</u>		<u>\$ 64,572</u>
TOTAL ASSETS			<u><u>\$ 1,214,922</u></u>		<u><u>\$ 1,203,567</u></u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts payable		\$	12,052	\$	11,870
Accrued expenses			65,909		62,353
Total current liabilities		\$	<u>77,961</u>	\$	<u>74,223</u>
NET ASSETS					
Unrestricted					
Net investment in property and equipment		\$	441,885	\$	385,450
Designated for miscellaneous purposes			597,074		555,295
Undesignated			98,001		188,599
		\$	<u>1,136,961</u>	\$	<u>1,129,344</u>
TOTAL LIABILITIES AND NET ASSETS			<u><u>\$ 1,214,922</u></u>	\$	<u><u>1,203,567</u></u>

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

STRAFFORD LEARNING CENTER
 STATEMENTS OF ACTIVITIES
 FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
UNRESTRICTED NET ASSETS		
REVENUE		
Program service revenue	\$ 5,412,179	\$ 5,411,860
Donations	24,202	10,165
Investment income	386	708
	\$ 5,436,767	\$ 5,422,733
EXPENSES		
Program services:		
John Powers School	\$ 776,382	\$ 759,486
Occupational Therapy	669,904	639,543
Other programs	69,330	47,372
Speech Program	588,407	629,825
Physical Therapy	238,993	229,055
Preschool Education Program #5	240,142	235,773
Early Childhood Assessment Team	14,358	23,212
North Star	99,446	106,722
Vision Services	271,283	259,951
Deaf and Hard of Hearing	174,667	124,339
English for Speakers of Other Languages	108,311	128,873
Charles Ott Academy	246,937	247,744
Rochester Learning Academy	424,375	364,810
HOPE (Higher Outcomes Promote Education)	486,648	490,022
Dover Program Director	-	75,695
Consultants	423,298	434,943
	\$ 4,832,481	\$ 4,797,364
Support Services:		
Administrative and general	\$ 562,958	\$ 547,120
Property and equipment depreciation	33,711	29,621
	\$ 596,669	\$ 576,741
TOTAL EXPENSES	5,429,150	5,374,105
INCREASE IN UNRESTRICTED NET ASSETS	\$ 7,617	\$ 48,628
NET ASSETS - BEGINNING	1,129,344	1,080,716
NET ASSETS - ENDING	\$ 1,136,961	\$ 1,129,344

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

*STRAFFORD LEARNING CENTER
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014*

	Net Investment in Property and Equipment	<u>Board Designation</u> Miscellaneous Purposes	Undesignated	Total
NET ASSETS - June 30, 2013	\$ 397,107	\$ 520,354	\$ 163,255	\$ 1,080,716
Increase (decrease) in net assets	(29,621)	-	78,249	48,628
Transfers:				
Property and equipment acquisitions	17,964	-	(17,964)	-
Designations completed or expired	-	(2,606)	2,606	-
New designations	-	37,547	(37,547)	-
NET ASSETS - June 30, 2014	\$ 385,450	\$ 555,295	\$ 188,599	\$ 1,129,344
Increase (decrease) in net assets	(33,711)	-	41,328	7,617
Transfers:				
Property and equipment acquisitions	90,146	-	(90,146)	-
Designations completed or expired	-	(38,004)	38,004	-
New designations	-	79,783	(79,783)	-
NET ASSETS - June 30, 2015	<u>\$ 441,885</u>	<u>\$ 597,074</u>	<u>\$ 98,001</u>	<u>\$ 1,136,961</u>

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

STAFFORD LEARNING CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
(WITH COMPARATIVE TOTALS FOR 2014)

	Program Services											
	John Powers School	Occupational Therapy	Other Programs	Speech Therapy	Physical Therapy	Preschool Education Program #5	Early Childhood Assessment Team	North Star	Vision	Deaf and Hard of Hearing	English for Speakers of Languages	Charles Ott Academy
Salaries and wages	\$ 551,359	\$ 527,947	\$ 41,428	\$ 442,252	\$ 183,572	\$ 179,122	\$ 10,903	\$ 77,487	\$ 196,285	\$ 128,261	\$ 84,139	\$ 153,842
Pension plan contributions	16,833	23,140	340	20,947	8,902	5,045	524	2,712	11,082	6,047	2,984	7,224
Other employee benefits	87,462	60,925	9,429	75,222	24,430	34,155	1,257	5,861	35,397	17,071	9,200	43,137
Payroll taxes	40,385	39,689	3,082	31,439	13,491	13,205	787	5,850	14,479	9,727	6,410	11,149
Legal and accounting fees	-	-	-	-	-	-	-	-	-	-	-	-
Materials and supplies	11,242	3,627	4,535	3,637	824	1,987	369	425	391	305	77	3,183
Telephone	1,538	400	-	-	400	300	-	1,272	200	-	-	1,052
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy	13,782	-	4,000	-	-	-	-	-	-	-	-	16,868
Equipment costs	11,914	3,191	4,429	1,527	187	2,057	329	200	399	2,391	-	4,733
Travel	14,639	2,966	485	3,837	4,122	102	-	3,539	10,760	9,094	3,497	181
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Consultants	2,483	342	950	2,803	519	817	-	88	-	99	70	1,216
Contracted services	16,884	-	-	-	-	-	-	1,025	-	-	-	1,460
Insurance	10,309	7,677	652	6,743	2,546	3,352	189	987	2,290	1,672	1,934	2,892
Miscellaneous	(2,448)	-	-	-	-	-	-	-	-	-	-	-
Totals -	\$ 776,382	\$ 669,904	\$ 69,330	\$ 588,407	\$ 238,993	\$ 240,142	\$ 14,358	\$ 99,446	\$ 271,283	\$ 174,667	\$ 108,311	\$ 246,937
Year Ended June 30, 2015												
Totals -	\$ 759,486	\$ 639,543	\$ 47,372	\$ 629,825	\$ 229,055	\$ 235,773	\$ 23,212	\$ 106,722	\$ 259,951	\$ 124,339	\$ 128,873	\$ 247,744
Year Ended June 30, 2014												

(Continued)

STRAFFORD LEARNING CENTER
STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JUNE 30, 2015
(WITH COMPARATIVE TOTALS FOR 2014)

	Program Services (continued)				Support Services			Total for Year Ended June 30, 2014		
	Rochester Learning Academy	HOPE	Dover Program Director	Consultants	Total Program Services	General and Administrative	Land and Building		Total Support Services	
Salaries and wages	\$ 254,222	\$ 299,101	\$ -	\$ 324,920	\$ 3,454,840	\$ 316,909	\$ -	\$ 316,909	\$ 3,771,749	\$ 3,752,864
Pension plan contributions	7,540	9,368	-	14,868	137,556	14,344	-	14,344	151,900	155,085
Other employee benefits	70,750	95,182	-	39,296	608,774	71,908	-	71,908	680,682	643,460
Payroll taxes	18,223	21,495	-	23,455	252,866	23,396	-	23,396	276,262	275,501
Legal and accounting fees	-	-	-	-	-	9,019	-	9,019	9,019	11,131
Materials and supplies	4,877	824	-	2,285	38,588	16,755	-	16,755	55,343	54,476
Telephone	1,833	1,193	-	1,710	9,898	3,148	-	3,148	13,046	13,238
Postage	-	-	-	-	-	3,038	-	3,038	3,038	5,038
Occupancy	47,896	45,748	-	-	128,294	38,549	-	38,549	166,843	160,864
Equipment costs	6,591	2,277	-	1,695	41,920	9,917	-	9,917	51,837	45,374
Travel	586	-	-	7,094	60,902	5,239	-	5,239	66,141	54,247
Depreciation	-	-	-	-	-	-	33,711	33,711	33,711	29,621
Advertising	-	-	-	-	-	25	-	25	25	401
Consultants	3,189	745	-	3,827	17,148	30,521	-	30,521	47,669	64,896
Contracted services	4,245	3,805	-	-	27,419	16,228	-	16,228	43,647	44,551
Insurance	4,423	6,910	-	4,148	56,724	3,542	-	3,542	60,266	58,737
Miscellaneous	-	-	-	-	(2,448)	420	-	420	(2,028)	4,620
Totals -	\$ 424,375	\$ 486,648	\$ -	\$ 423,298	\$ 4,832,481	\$ 562,958	\$ 33,711	\$ 596,669	\$ 5,429,150	\$ 5,374,105
Totals -	\$ 364,810	\$ 490,022	\$ 75,695	\$ 434,943	\$ 4,797,364	\$ 547,120	\$ 29,621	\$ 576,741	\$ 5,374,105	\$ 5,374,105

*STRAFFORD LEARNING CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014*

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 7,617	\$ 48,628
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	33,711	29,621
Unrealized (gain)/loss on investments	9	183
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(56,057)	18,697
(Increase) decrease in prepaid expenses	6,792	(10,921)
Increase (decrease) in accounts payable	182	(36,344)
Increase (decrease) in accrued expenses	<u>3,556</u>	<u>(1,621)</u>
Net cash provided by (used in) operating activities	<u>\$ (4,190)</u>	<u>\$ 48,243</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	\$ (76,295)	\$ (31,817)
Change in cash and cash equivalents in investments	<u>31,654</u>	<u>29,785</u>
Net cash used in operating activities	<u>\$ (44,641)</u>	<u>\$ (2,032)</u>
Net increase (decrease) in cash and cash equivalents	\$ (48,831)	\$ 46,211
Cash and cash equivalents:		
Beginning	<u>499,786</u>	<u>453,575</u>
Ending	<u><u>\$ 450,955</u></u>	<u><u>\$ 499,786</u></u>

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014*

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

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

Accounting Method

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

Basis of Presentation

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

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

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

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

Use of Estimates

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

Functional Allocation of Expenses

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

Cash and Cash Equivalents

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

Accounts Receivable

Based upon a favorable history over a substantial period of time, the Center considers all accounts receivable as of June 30, 2015 and 2014 to be fully collectible. Therefore, no allowance for doubtful accounts has been established.

Investments

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

STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

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

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

Deferred Revenues

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

Revenue and Support

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

Advertising

The Center expenses advertising as incurred.

Income Taxes

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

Comparative Financial Information

The financial statements include certain prior-year comparative total amounts. Such total amounts do not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such amounts should be read in conjunction with the Center's financial statements for the year ended June 30, 2013, from which the comparative total amounts were derived.

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 (*Accounting for Uncertainty in Income Taxes*). The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before June 30, 2011. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

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

	<u>Years</u>
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STRAFFORD LEARNING CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2015 AND 2014

NOTE 2 - PROGRAM SERVICES

Descriptions of the Center's major program services not otherwise apparent from the descriptions on the Statement of Functional Expenses are as follows:

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

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

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

North Star – negotiates alternative pathways to high school completion.

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

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

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

NOTE 3 - INVESTMENTS

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

Investments at June 30, 2015 and 2014 were comprised of the following:

	2015	2014
Cash - Money Market	\$ 160,511	\$ 165,336
Equity - Guggenheim Bulletshares 2015	32,909	33,003
Equity - Guggenheim Bulletshares 2014	-	31,569
Equity - Guggenheim Bulletshares 2013	-	-
Total	<u>\$ 193,420</u>	<u>\$ 229,908</u>

Investment return at June 30, 2015 is summarized as follows:

Investment income, dividends and interest	\$ 395
Unrealized gains (losses)	(9)
	<u>\$ 386</u>
Withdrawals in accordance with spending policy	<u>\$ 395</u>

Investment return at June 30, 2014 is summarized as follows:

Investment income, dividends and interest	\$ 892
Unrealized gains (losses)	(183)
	<u>\$ 708</u>
Withdrawals in accordance with spending policy	<u>\$ 892</u>

STRAFFORD LEARNING CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2015 AND 2014

NOTE 3 - INVESTMENTS (Continued)

Investment Assets

FASB Accounting Standards Codification Topic 820-10, *Fair Value Measurements*, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

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

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

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

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

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

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

	Fair Value Heirarchy Level	2015	2014
Cash equivalents	1	\$ 160,511	\$ 165,336
Equities	1	32,909	64,572
		\$ 193,420	\$ 229,908

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

NOTE 4 - CONCENTRATION OF CREDIT RISK

Operating cash for the years ending June 30, 2015 and 2014 is deposited in one bank account. The daily balance in the account is swept into a repurchase agreement at the end of each day. These repurchase agreements are not classified as deposits insured by the Federal Deposit Insurance Corporation (FDIC). The repurchase agreements are collateralized by securities of the U.S. government or agency thereof. These securities are subject to market risks. Uninsured balances at June 30, 2015 and 2014 were \$509,690 and \$604,580, respectively.

For the years ended June 30, 2015 and 2014, the Center maintained additional cash equivalents with an investment brokerage. Balances at the brokerage are not covered by the FDIC. Securities in accounts custodied by the brokerage are protected by the Securities Investor Protection Corporation up to \$500,000 including up to \$100,000 in cash, in the event of the brokerage's liquidation. Additional coverage is purchased by the brokerage from an insurance company. These coverages do not protect against market fluctuations. At June 30, 2015 and 2014, these cash equivalents balances were \$160,511 and \$165,336, respectively.

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014*

NOTE 5 - CREDIT ARRANGEMENT

The Center has available a line of credit with a bank for \$100,000. The unpaid principal balance under the loan is secured by a first lien on all corporate assets of the Center and shall bear interest at a fluctuating rate equal to the Wall Street Journal Prime Rate plus 1% adjusted daily. Interest payments are due monthly. Any principal outstanding is payable on demand. This agreement is subject to an annual review on October 29, 2015. At June 30, 2015 the Center had drawn \$-0- on the line of credit.

NOTE 6 - BOARD DESIGNATED NET ASSETS

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

	2015	2014
Board approved designations:		
Revenue offset	\$ 57,000	\$ 28,617
Future facility capital reserve	500,000	500,000
Founder's fund	30,874	9,680
Other operating designations:		
PEP 5 Program	9,200	16,998
<u>Total</u>	<u>\$ 597,074</u>	<u>\$ 555,295</u>

NOTE 7 - 403(B) TAX SHELTERED ANNUITY PROGRAM

The Center has a 403(b) tax sheltered annuity (TSA) program for the benefit of its employees. Employees are eligible to participate in the plan if they work a minimum number of hours per week. The Center is obligated to match 100% of employee contributions up to 4-6% of each participant's base pay, depending on the employee's length of employment. The contributions made by the Center for the years ended June 30, 2015 and 2014 were \$151,900 and \$155,085, respectively.

NOTE 8 - UNEMPLOYMENT COMPENSATION

The Center has elected not to participate in the New Hampshire Unemployment Compensation Fund. As such, the Center is liable to pay any benefits to terminated employees who would have otherwise been eligible for unemployment benefits from the State of New Hampshire. Included in accrued expenses for the years ended June 30, 2015 and 2014 were \$8,392 and \$8,485, respectively, representing the Center's estimate of unemployment claims liability.

NOTE 9 - LEASE COMMITMENT

The Center rents several facilities as office and program service space under month-to-month and one three year lease. Monthly rent is \$8,586. Total rent expense for the years ended June 30, 2015 and 2014 was \$110,917 and \$108,118, respectively.

The Center leases two copier machines at \$441 per month for 48 months. The terms of the leases are July 2012 through September 2019.

*STRAFFORD LEARNING CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014*

NOTE 9 - LEASE COMMITMENT (Continued)

Future minimum lease payments under these leases as of June 30, 2015 are as follows:

2016	\$ 100,085
2017	63,512
2018	21,751
2019	4,326
2020	510
	\$ 190,184

NOTE 10 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	2015	2014
Employee withholding	\$ 31,938	\$ 27,102
Accrued payroll	7,387	7,443
Accrued vacation	16,374	17,421
Accrued payroll taxes	1,818	1,902
Unemployment compensation liability	8,392	8,485
	\$ 65,909	\$ 62,353

NOTE 11 - RECLASSIFICATIONS

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

NOTE 12 - CONTINGENCY

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

NOTE 13 - SUBSEQUENT EVENTS

The Center did not have any recognized or unrecognized subsequent events after June 30, 2015, the date of the statement of financial position. Subsequent events have been evaluated through October 20, 2015, the date the financial statements were available to be issued.

Strafford Learning Center

BOARD OF DIRECTORS

2015-2016 School Year

9/10/15

As per SLC bylaws, no person may be compensated for service.

Murphy, Kevin
Treasurer
SLC Executive Director
317 Main Street
Somersworth, NH 03878
692-4411
692-6717 FAX

Welford, Steve
SAU #61 Superintendent
60 Charles Street
Farmington, NH 03835
755-2627
755-2060 – FAX

Morse, Jim
Assistant Treasurer
SAU #5 Superintendent
36 Coe Drive
Durham, NH 03824
868-5100
868-6668 - FAX

Morin, Penny
SAU #61 Representative
1271 Ten Rod Road
Farmington, NH 03835
866-6746

SAU #5
(No current representative)

Tursi, Michael
SAU #64 Superintendent
18 Commerce Way, Unit 1
Milton, NH 03851
473-2326
473-2218 - FAX

Arbour, Elaine
SAU #11
61 Locust Street, Suite 409
Dover, NH 03820
516-6800

Long, Tim
SAU #64
17 Carleton Road
Milton, NH 03851
473-2764

Russell, Amanda
SAU #11 Representative
20 Cranbrook Lane
Dover, NH 03820
749-1503

Kushner, Gail
Assistant Chairman
SAU #74 Superintendent
77 Ramsdell Lane
Barrington, NH 03825
664-2715
664-2609 – FAX

Gadomski, Robert
SAU #44 Superintendent
23 Mountain Avenue
Northwood, NH 03261
942-1290
942-1295 - FAX

Taylor, Moira
SAU #74 Representative
256 Mallego Road
Barrington, NH 03825
664-5322

Perron, Peter
SAU #44 Representative
51 Francis Way
Nottingham, NH 03290
722-0605

Mosca, Jeni
Chairman
SAU #56 Superintendent
51 West High Street
Somersworth, NH 03878
692-4673

SAU #56
(No current representative)

Principal Staff

Name	Project Role	Full Time Equivalent (FTE)
Heidi Wyman	Lead Regional PD Intermediary Trainer/Coach	.75
Jill Heath	Regional PD Intermediary Trainer/Coach for ELOs	.25

WORK EXPERIENCE

Director *2004-present*

Transition Resource Network at Strafford Learning Center

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

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

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

Volunteer Coordinator, Seacoast Hospice *2000-2002*

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

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

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

Acting Administrator, KidCare of Eliot *Summer 2000*

- ◆ Maintained agency administrative functions during executive director search

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

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

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

- ◆ Co-authored national study of corporate giving strategies

Residential Services Team Leader and Home Care Provider

Options in Community Living

1996-2000

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

Intake Coordinator, Developmental Service of Strafford County

1999

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

EDUCATION

May 2000 Master of Social Work

Concentration in Human Services Administration and Community Organization

University of New Hampshire, Durham NH

May 1993 Bachelor of Arts

Dual Major: Mathematics and Graphic Communications

Franklin Pierce College, Rindge NH

RELATED TRAINING

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

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

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

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

PROFESSIONAL MEMBERSHIPS

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

Greater Seacoast Workforce Coalition Facilitator 2008-2011

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

JILL A. HEATH

EDUCATION

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

PROFESSIONAL EXPERIENCE

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

Jill A. Heath

Eastern Mountain Sports 1984-1994
Sales Associate Carle Place, NY & Manchester, NH
Provided information and instruction on the use and operation of outdoor gear ranging from rock climbing to sea kayaking. Extensive customer service training.

SCOPE Outdoor Learning Lab 1988
Coordinator & Instructor Smithtown, NY
Coordinated residential programs and taught environmental concepts and interdisciplinary subjects in a hands-on format to students, grade 2-12, of all abilities and socioeconomic backgrounds.

VOLUNTEER EXPERIENCE

New England Telemark 2003-Present
Ski Instructor

National Geographic Expeditions and Smithsonian Institution 1990
Field Assistant Varirata National Park, Papua New Guinea
Volunteered on a project studying and observing the birds of the rain forest.

Smithsonian Institution 1988-1989
Biological Technician Sian Ka'an Biosphere Reserve, Quintana Roo, Mexico
Volunteered as a research assistant on a project designed to study the effects of deforestation on North American migrant birds.

Long Point Bird Observatory 1988
Field Assistant Ontario, Canada
Volunteered as a research assistant learning essential elements of mist-netting and censusing migrant songbirds and owls of North America:

COMPUTER KNOWLEDGE

Proficient on Macintosh and Windows operating systems
Word Processing Data Management Graphic Design
Desktop Publishing Spreadsheet Web Page Design Statistical Analysis Software