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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

March 7, 2019.

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to exercise a renewal option to an existing contract with the North Country Education Services Agency, Gorham, NH, (Vendor Code #154707), by increasing the price limitation by \$80,000.00 from \$160,000.00 to \$240,000.00, for the period effective July 1, 2019 to June 30, 2020, to provide supplemental educational support and technical assistance for students of the Migrant Education program. This contract was originally approved by Governor and Council on November 22, 2017 (Item #38) and renewed on June 6, 2018 (Item #130). 100% Federal Funds

Funds to support this request are anticipated to be available in the accounts titled Title I-C Migrant Education and Migrant Education Consortium Incentive Grants as follows, upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 20</u>
06-56-56-562010-25120000-072-509073 Contracts	\$50,000.00
06-56-56-562010-25130000-072-509073 Contracts	\$30,000.00

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
March 7, 2019
Page 2

The Department would like to continue to contract with North Country Education Services (NCES), because they have successfully facilitated the operation of the program by providing timely and effective services to migrant students and their families in collaboration with Migrant Education Staff. Some of the services provided to date are:

- Consulted and coordinated activities with the NHDOE Migrant Education Staff for the migrant student population ages 3-21 including preschool, in-school and those migrant students who have dropped out.
- Provided educational services utilizing volunteer tutors approved by the NHDOE MEP Staff to the migrant student population.
- Monitored the implementation of the day-to-day operation of the program.
- Collected data documenting the delivery of services to migrant students and reported that data to the NHDOE MEP Staff for the purpose of evaluating and improving the impact of this program.
- Collaborated with other relevant service providers.
- Provided relevant professional development to personnel providing services through this program.
- Provided for interstate collaboration activities as required by law.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:bp:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and North Country Education Services Agency, Gorham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on November 22, 2017 (Item #38) and renewed on June 6, 2018 (Item #130) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020
2. Amend Section 1.8 by removing \$160,000.00 and replacing with \$240,000.00
3. Remove Exhibit A-1 (Scope of Services) and replace with Exhibit A-2
4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget)
5. Add Exhibit D (Contractor Obligations)
6. Add Exhibit E (Federal Debarment and Suspension)
7. Add Exhibit F (Anti-Lobbying)
8. Add Exhibit G (Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality)
9. Add Exhibit H (Termination)
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This amendment shall commence July 1, 2019 upon Governor and Council approval and shall terminate on June 30, 2020.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 5-2-19
Commissioner of Education Date

North Country Education Services Agency
Name of Corporation (Contractor)
By: [Signature] 4/17/19
Signature, Title Date

STATE OF New Hampshire
County of Cook

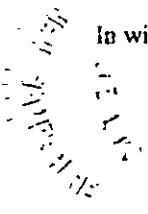
On this the 17th day of April, 2019 before me, Betty A Lemelin-Dube, the undersigned officer, personally appeared Lori Langlois known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

Commission Expires



Approved as to form, substance and execution by the Attorney General this 9 day of MAY, 2019.



Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 2019

By: _____

EXHIBIT A-2
SCOPE OF SERVICES

North Country Education Services Agency will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval for the period July 1, 2019 through June 30, 2020:

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

EXHIBIT B-2
Budget through June 30, 2020

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

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

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Title I-C Migrant Education and Migrant Education Consortium as follows, upon the availability and continued appropriation of funds in the future operating budget:

	FY20
06-56-56-562010-25120000-072-509073 Grants-Federal	\$50,000.00
06-56-56-562010-25130000-072-509073 Grants-Federal	\$30,000.00

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

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

Contractor Initials *JP*
 Date 4/17/19

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 4/17/19

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 4/17/19

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 JJ
Date 4/17/14

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 4/17/19

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 *JD*
Date 4/17/19

Certificate of Authority

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

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

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

That: North Country Education Services Agency's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

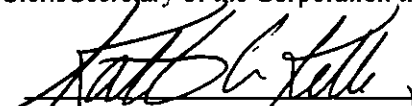
- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Pierre Couture, President

Cheryl Baker, Vice President

Kathleen Kelley, Treasurer/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 17th day of April 2019.


Clerk/Secretary

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

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On this the 17th day of April, 2019, before me, Betty A Lemelin-Dube, the undersigned, personally appeared Kathleen Kelley, who acknowledged herself to be the Clerk/Secretary of North Country Education Services Agency, a corporation, that she as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Clerk/Secretary.

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

My Commission Expires:


Notary Justice of the Peace

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

State of New Hampshire

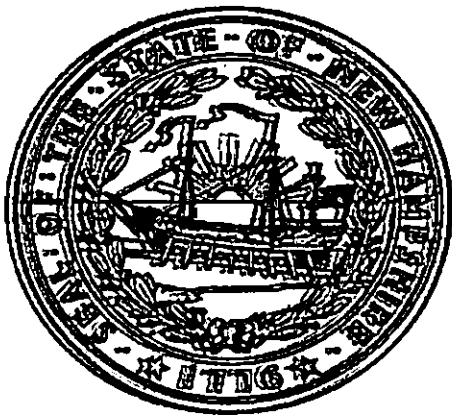
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448

Certificate Number: 0004418968



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2019.

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

William M. Gardner
Secretary of State

Business Information

Business Details

NORTH COUNTRY
 Business Name: EDUCATION SERVICES AGENCY Business ID: 66448
 Business Type: Domestic Nonprofit Corporation Business Status: Good Standing
 Business Creation Date: 10/29/1971 Name in State of Incorporation: Not Available
 Date of Formation in Jurisdiction: 10/29/1971
 Principal Office Address: 300 Gorham Hill Rd, Gorham, NH, 03581, USA Mailing Address: NONE
 Citizenship / State of Incorporation: Domestic/New Hampshire
 Last Nonprofit Report Year: 2015
 Next Report Year: 2020
 Duration: Perpetual
 Business Email: NONE Phone #: 603-466-5437
 Notification Email: NONE Fiscal Year End Date: NONE

Certificate is still valid. Ellie

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Principals Information

Name/Title	Business Address
Annemarie Platt / Treasurer	9 Gill Street, Gorham, 03581, USA
Carl Ladd / President	SAU #58-15 Preble Street, Groveton, 03582, USA
Corinne Cascadden / Vice President	183 Hillside Avenue, Berlin, 03570, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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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: North Country Education Services		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
<input checked="" type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll: \$1,000			Aggregate	\$5,000,000
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 2/25/2019 mpurcell@nhprimex.org
New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



**BOARD OF DIRECTORS
FY 2018 – 2019**

Dr. Marion Anastasia
Superintendent SAU 36

Dr. Cheryl Baker
Plymouth State University

Bruce Beasley
Superintendent SAU 7

Randy Bell
Member at Large

Randall Pilotte
Member at Large

David Backler
Superintendent SAU 20

Jody Camille
Member at Large

Dr. Corinne Cascadden
Superintendent SAU 3

Pierre Couture
Superintendent SAU 35

William Lander
Superintendent SAU 77

Bernard Keenan
Member at Large

Michael Kelley
Superintendent SAU 58

Judith McGann
Superintendent SAU 68

Robert Mills
Member at Large

Dr. Steven Nilhas
Superintendent SAU 84

Kathleen Kelley
Member at Large

Pamela Stimpson
Superintendent Designee SAU 9

SAU 23 – Vacant/In-Active

North Country Education Services Agency

List of Principal Staff

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

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

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

Lori Langlois

Education

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

Professional Experience

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

Project director of:

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

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

June 30, 2018 and 2017

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

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

Report on the Financial Statements. We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

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

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the North Country Education Services Agency, as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

Paul J. Mercier, Jr., CPA

The Mercier Group, a professional corporation

Grantham, New Hampshire

October 24, 2018

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
 June 30, 2018 and 2017

All numbers are expressed in USA Dollars

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash	116,674	275,833
Investments	641,108	544,654
Accounts receivable	95,831	87,883
Grants receivable	23,050	27,644
Prepaid expenses	994	3,000
	877,657	939,014
 PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	27,854	27,854
Less: accumulated depreciation	(501,544)	(479,558)
	171,277	193,263
	1,048,934	1,132,277
 LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Accounts payable	968	2,114
Deferred revenues	173	52,800
	1,141	54,914
Long-term, <i>less current maturities</i>		
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	1,350,995	1,319,678
	1,350,995	1,319,678
	1,352,136	1,374,592
 NET ASSETS		
Unrestricted:		
Board designated for building improvements	41,448	18,840
Net investment in property & equipment	171,277	193,263
Available to operations	534,451	535,215
Deficit related to unfunded pension obligations	(1,350,995)	(1,319,678)
	(603,819)	(572,360)
Temporarily restricted:		
For program purposes	300,617	330,045
	(303,202)	(242,315)
	1,048,934	1,132,277

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

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Federal grants		249,288	249,288		561,270	561,270
State grants		291,058	291,058		134,143	134,143
Local government agencies		278,297	278,297		236,266	236,266
Other non-profit agencies		224,284	224,284		381,220	381,220
Donations	200	2,259	2,459	200		200
Program service revenue	917,090		917,090	1,283,347		1,283,347
Net assets released from restriction:						
Satisfaction of program restrictions	1,074,614	(1,074,614)	-	1,184,534	(1,184,534)	-
	1,991,904	(29,428)	1,962,476	2,468,081	128,365	2,596,446
OPERATING EXPENSES						
Program Services:						
NCES Programs	719,728		719,728	838,412		838,412
Substance Misuse Prevention	162,038		162,038			-
USDA Equipment	142,394		142,394	288,627		288,627
Adult Learner Services	137,154		137,154	149,401		149,401
NHCTA	128,684		128,684	24,185		24,185
SAP	92,000		92,000	100,000		100,000
Coos County Director's Network	91,265		91,265	101,591		101,591
Migrant	74,409		74,409			-
STEM	54,865		54,865	126,323		126,323
Tillotson - Operations	50,000		50,000	50,000		50,000
Distance Learning	33,906		33,906	40,118		40,118
ECERS CDN	17,785		17,785			-
ECEP	13,135		13,135			-
Jane's Trust	12,389		12,389	136,620		136,620
NH Center for Learning	6,700		6,700	48,224		48,224
SAUV	6,335		6,335			-
Tillotson - No. of the 44th	5,156		5,156	3,349		3,349
TSA CTSO	2,151		2,151			-
NHCF Computer Science	1,000		1,000			-
NISL			-	99,246		99,246

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
SAHE			-	14,118		14,118
ABE College Transitions			-	6,751		6,751
Film Festival			-	1,500		1,500
Community Engagement			-	205		205
	1,751,094	-	1,751,094	2,028,670	-	2,028,670
Support services:						
Management and general	375,195		375,195	378,863		378,863
	2,126,289	-	2,126,289	2,407,533	-	2,407,533
NET OPERATING INCOME(LOSS)	(134,385)	(29,428)	(163,813)	60,548	128,365	188,913
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	99,026		99,026	89,971		89,971
Unrelated business income - garage rent	3,900		3,900	3,500	-	3,500
	102,926	-	102,926	93,471	-	93,471
CHANGE IN NET ASSETS	(31,459)	(29,428)	(60,887)	154,019	128,365	282,384
NET ASSETS (DEFICIT) - BEGINNING	(572,360)	330,045	(242,315)	(726,379)	201,680	(524,699)
NET ASSETS (DEFICIT) - ENDING	(603,819)	300,617	(303,202)	(572,360)	330,045	(242,315)

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

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
	Regular	Management		Regular	Management	
	Educational Programs	and General		Educational Programs	and General	
		Total			Total	
EXPENSES						
Salaries and other compensation	592,293	227,967	820,260	697,757	223,630	921,387
Pension expense	98,952	37,752	136,704	125,737	43,152	168,889
Other Employee benefits	141,545	53,235	194,780	126,309	54,103	180,412
Payroll taxes	39,984	17,752	57,736	54,767	17,628	72,395
Staff development	30,761	3,300	34,061	82,401	3,050	85,451
Contracted services	455,134	6,500	461,634	380,928	6,500	387,428
Occupancy	46,650	8,084	54,734	45,039	9,198	54,237
Administrative expenses	20,029	7,087	27,116	22,897	7,115	30,012
Travel	40,071	5,130	45,201	56,610	9,749	66,359
Materials & supplies	263,685		263,685	419,512		419,512
Insurance	8,000		8,000	2,500		2,500
Depreciation	13,973	8,013	21,986	13,973	4,658	18,631
Interest	17		17	240	80	320
Tax on unrelated business income		375	375			-
	1,751,094	375,195	2,126,289	2,028,670	378,863	2,407,533

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

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	(163,813)	188,913
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	21,986	18,631
Difference between pension expense for GASB 68 and NHRS plan contributions	31,317	41,380
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	(7,948)	(26,512)
Grants receivable	4,594	14,709
Prepaid expenses	2,006	(3,000)
Increase (decrease) in liabilities:		
Accounts payable	(1,146)	135
Deferred revenues	(52,627)	51,300
	(165,631)	285,556
CASH FLOWS FROM INVESTING ACTIVITIES		
Unrelated business income - garage rent	3,900	3,500
Earnings on investments	99,026	89,971
Purchase of Investments	(96,454)	(87,971)
	6,472	5,500
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments - mortgage notes	-	(81,685)
	-	(81,685)
NET INCREASE (DECREASE) IN CASH	(159,159)	209,371
CASH - BEGINNING	275,833	66,462
CASH - ENDING	116,674	275,833
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	17	320

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

43



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 10, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to exercise a renewal option to an existing contract with the North Country Education Services Agency, Gorham, NH, (Vendor Code #154707), by increasing the price limitation by \$80,000.00 from \$80,000.00 to \$160,000.00, for the period effective July 1, 2018 to June 30, 2019, to provide supplemental educational support and technical assistance for students of the Migrant Education program. This contract was originally approved by Governor and Council on November 22, 2017 (Item #38). 100% Federal Funds

Funds to support this request are available in the accounts titled Migrant Education and Migrant Education Consortium Incentive Grants as follows:

	<u>FY19</u>
06-56-56-562010-25120000-082-500599 Education Grants	\$30,000.00
06-56-56-562010-25130000-082-500599 Education Grants	\$50,000.00

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
May 10, 2018
Page 2

The Department would like to continue to contract with North Country Education Services (NCES), because they have successfully facilitated the operation of the program by providing timely and effective services to migrant students and their families in collaboration with Migrant Education Staff. Some of the services provided to date are:

- Consulted and coordinated activities with the staff for the migrant student population ages 3-21 including preschool, in-school and those migrant students who have dropped out
- Provided educational services utilizing volunteer tutors approved by the staff to the migrant student population
- Monitored the implementation of the day-to-day operation of the program
- Collected data documenting the delivery of services to migrant students and reported that data to staff for the purpose of evaluating and improving the impact of this program
- Collaborated with other relevant service providers
- Provided relevant professional development to personnel providing services through this program
- Provided for interstate collaboration activities as required by law

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:bp:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and North Country Education Services Agency, Gorham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on November 22, 2017 (Item #38) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019
2. Amend Section 1.8 by removing \$80,000.00 and replacing with \$160,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature]
Commissioner of Education

North Country Education Services Agency
Name of Corporation (Contractor)
By: [Signature], Executive Director
Signature, Title

STATE OF NH
County of Coos

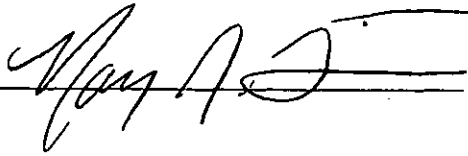
On this the 2nd day of May 2018 before me, Betty A Lemelin Dube, the undersigned officer, personally appeared Lori Langlois who acknowledged herself to be the Executive Director of North Country Education Services Agency a corporation, and that she, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Executive Director.

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

[Signature]
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 15th day of May, 2018.

Division of Attorney General Office

By: 

Approved by the Governor and Council this _____ day of _____, 2018

By: _____

**EXHIBIT A-1
SCOPE OF SERVICES**

North Country Education Services Agency will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval for the period July 1, 2018 through June 30, 2019:

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

EXHIBIT B-1
Budget through June 30, 2019

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

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

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

	FY19
06-56-56-562010-25120000-082-500599 Education Grants	\$30,000.00
06-56-56-562010-25130000-082-500599 Education Grants	\$50,000.00

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

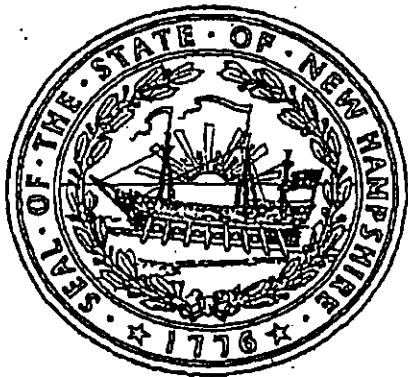
Barbara Patch
Education Consultant
NH Department of Education
101 Pleasant Street
Concord, NH 03301

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

NORTH COUNTRY
 Business Name: EDUCATION SERVICES AGENCY Business ID: 66448
 Business Type: Domestic Nonprofit Corporation Business Status: Good Standing
 Business Creation Date: 10/29/1971 Name in State of Incorporation: Not Available
 Date of Formation in Jurisdiction: 10/29/1971
 Principal Office Address: 300 Gorham Hill Rd, Gorham, NH, 03581, USA Mailing Address: NONE
 Citizenship / State of Incorporation: Domestic/New Hampshire
 Last Nonprofit Report Year: 2015
 Next Report Year: 2020
 Duration: Perpetual
 Business Email: NONE Phone #: 603-466-5437
 Notification Email: NONE Fiscal Year End Date: NONE

Certificate still valid

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Registered Agent Information

Name: Not Available
 Registered Office Address: Not Available
 Registered Mailing Address: Not Available

Certificate of Authority

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

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

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

That: North Country Education Services Agency's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

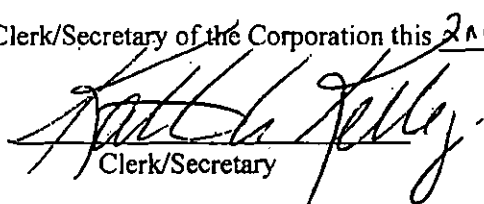
- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Paul Bousquet, President

Cheryl Baker, Vice President

Kathleen Kelley, Treasurer/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 2nd day of May 2018.


Clerk/Secretary

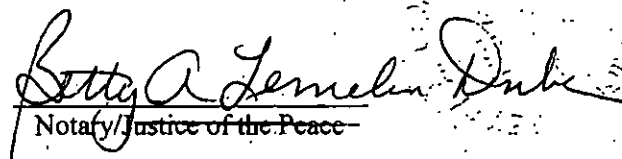
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On May 2, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary/Justice of the Peace

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: North Country Education Services	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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 checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Downer</i>
			Date: 4/23/2018 tdenver@nhprimex.org
New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



**BOARD OF DIRECTORS
FY 2017 – 2018**

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Coordinator, Assessment for
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Randy Bell
Member at Large, Policy
[REDACTED]
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Personnel Member*
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[REDACTED]
[REDACTED]

Kathleen Kelley
*Member at Large
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NCES Treasurer/Secretary*
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*Member at Large, Finance
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Superintendent Designee SAU 9
Director of Special Services SAU 9
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North Country Education Services Agency

List of Principal Staff

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

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

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

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

June 30, 2017 and 2016

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

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

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

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

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

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

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

Paul J. Mercier, Jr., CPA

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

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
 June 30, 2017 and 2016

All numbers are expressed in USA Dollars

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

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

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

All amounts are expressed in USA Dollars

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

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

All amounts are expressed in USA Dollars

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

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

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

All amounts are expressed in USA Dollars

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

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

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

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

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

Lori Langlois

Education

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

Professional Experience

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

Project director of:

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

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

October 17, 2017

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

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
October 17, 2017
Page 2

North Country Education Services (NCES) has been providing educational services in New Hampshire since 1969. It is a nonprofit consortium of eleven school administrative units with a mission to be a leader in providing professional development and educational services, facilitating partnerships and fostering collaborations that benefit schools, advocating for resources for teachers and students, and continuously creating opportunities that enhance education. NCES is knowledgeable about the Every Student Succeeds Act (ESSA) and has prior experience administering the statewide migrant education program in collaboration with the department's Migrant Education Program staff. NCES successfully facilitated the operation of the program to ensure both timely and effective provision of services to migrant students and their families.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:emr

Attachment A

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

Proposal Criteria in the RFP

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

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

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

Reviewer Qualifications

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials



Date 10/11/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

JJ

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

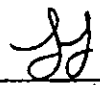
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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



**EXHIBIT A
SCOPE OF SERVICES**

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

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

**EXHIBIT B
Budget through June 30, 2018**

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

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

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

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

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

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

Contractor Initials *JP*
Date 10/11/17

EXHIBIT C

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

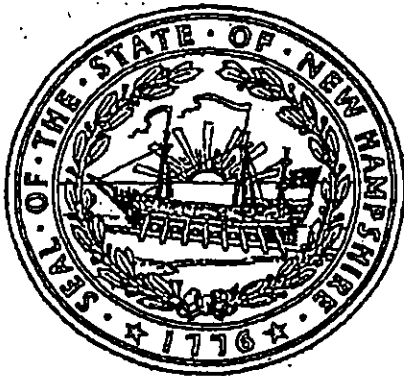
Contractor Initials JS
Date 10/11/17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2017.

William M. Gardner
Secretary of State

Certificate of Authority

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

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

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

That: North Country Education Service's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

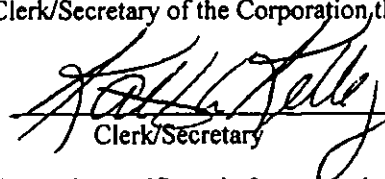
Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Co-Treasurer/Co-Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

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


Clerk/Secretary

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

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On October 11, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary/Justice of the Peace

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



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex 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 Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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 Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

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

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2017	7/1/2018	Each Occurrence \$ 6,000,000
<input checked="" type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2017	7/1/2018	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2017	7/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			By: <i>Tammy Dumas</i>
			Date: 8/8/2017 tdenver@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

North Country
EDUCATION
SERVICES
BOARD OF DIRECTORS
FY 2017 - 2018

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

Dr. Cheryl Baker
Board VP, Policy Member
Plymouth State University, Director,
Graduate Recruitment/ Outreach
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Member at Large
Executive Director Tri-County CAP
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Bernard Keenan
Member at Large
Personnel Member
[REDACTED]
[REDACTED]
[REDACTED]

Katherine Kelley
Finance Committee
NCES Co-Treasurer
[REDACTED]
[REDACTED]
[REDACTED]

Michael Kelley
Superintendent SAU 58
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Groveton, NH 03582-4135
636-1437 PH / 636-8102 FX

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

Robert Mills
Member at Large, Finance Committee
[REDACTED]

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

Annemarie Platt
Member at Large
Personnel Member
NCES Treasurer
[REDACTED]
[REDACTED]
[REDACTED]

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

North Country Education Services Agency

List of Principal Staff

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

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

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

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

June 30, 2017 and 2016

The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

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

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

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

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

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

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

Paul J. Mercier, Jr. CPA

The Mercier Group, a professional corporation

Canterbury, New Hampshire

August 26, 2017

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
 June 30, 2017 and 2016

All numbers are expressed in USA Dollars

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

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

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

All amounts are expressed in USA Dollars

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

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

All amounts are expressed in USA Dollars

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

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

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

All amounts are expressed in USA Dollars

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

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

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

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

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

Lori Langlois

Education

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

Professional Experience

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

Project director of:

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