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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  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

May 29, 2020

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

**REQUESTED ACTION**

Authorize the Department of Education, to enter into a **sole source** amendment with All Children Cared for Educated Supported & Successful (A.C.C.E.S.S.), Winchester, NH (Vendor Code #264582), by increasing the price limitation by \$305,500 from \$76,375 to \$381,875 and by extending the completion date from June 30, 2020 to June 30, 2024, for the purpose of offering extended day programming for youth and their families, upon Governor and Council approval. Item was originally approved by Governor and Council on August 14, 2019 (Item #61). 100% Federal Funds

Funds to support this request are available in FY21 and anticipated to be available in FY22, FY23, and FY24, in the account titled 21<sup>st</sup> Century Community Center, Title IVB, with the ability to adjust encumbrances between Fiscal Years through the Budget Office, without further Governor and Council approval, if needed and justified:

06-56-56-562010-25190000-072-500577	Grants-Federal	<u>FY 21</u>	<u>FY 22</u>	<u>FY 23</u>	<u>FY 24</u>
		\$76,375	\$76,375	\$76,375	\$76,375

**EXPLANATION**

The Department is requesting approval of this **sole source** amendment as the price increase exceeds 10% and because no renewal was written into the original item. The A.C.C.E.S.S. program has been dedicated to continuously improving their out of school time programming that provides a safe and nurturing environment where children participate in academic and enriching activities in a high need area of New Hampshire.

The Department went out for Request for Applications (RFA) in 2019. The United States Department of Education legislation allows for Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers grants to serve youth and their families during the out-of-school-time hours for up to five years. This program provides grants to inner city and rural schools, community based organizations, youth development agencies and other educational agencies to provide expanded

learning opportunities for children outside of regular school hours in a safe environment. The programs offer students a broad array of additional services, programs and activities such as tutorial services, youth development activities, drug and violence prevention, counseling programs, art, music, recreation programs, and technology education. These programs and services are designed to reinforce and complement the regular academic program of the participating students.

The program services provided by the grant cited above will be coordinated by A.C.C.E.S.S., Inc., in Winchester, NH in collaboration with the Winchester School District. This collaborative approach serves elementary and middle school Winchester School District youth and their families.

Continued funding under this program will be conditional upon showing growth in one or more of the following common state indicators: academic growth, behavioral data, and family engagement. As in prior years, the grantee shall also report three times per year to the 21APR Federal Reporting System on attendance, activities, and program outcomes.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Instructional Support, hereinafter "the Agency," and All Children Cared for Education Supported & Successful (A.C.C.E.S.S.), Winchester, NH, hereinafter "the Contractor," and, pursuant to an agreement between the parties that was approved by Governor and Council on August 14, 2019 (Item #61) hereby agree to modify same as follows:

1. Amend Section 1.7 Completion Date by removing June 30, 2020 and replacing with June 30, 2024.
2. Amend Section 1.8 Price Limitation by removing \$76,375.00 and replacing with \$381,875.00.
3. Remove Exhibit A "SCOPE OF SERVICES" and replace with Exhibit B-1 "SCOPE OF SERVICES"
4. Remove Exhibit B "BUDGET" and replace with Exhibit C-1 "METHOD OF PAYMENT"
5. Remove Exhibit C "SPECIAL PROVISIONS" and replace with Exhibit A-1 "SPECIAL PROVISIONS"
6. Add exhibit D (Contractor Obligations)
7. Add exhibit E (Federal Debarment and Suspension)
8. Add exhibit F (Anti-Lobbying)
9. Add exhibit G (Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality)
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This amendment shall commence upon Governor and Council approval and shall terminate on (June 30, 2024).

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: Frank Edelblut 6-2-20  
Frank Edelblut, Commissioner of Education Date

A.C.C.E.S.S. (Contractor)

By: Mindy Alderwood Director 5/5/2022  
Signature, Title Date

STATE OF New Hampshire  
County of Cheshire

On this the 5 day of May, 2020 before me, Missy Calderwood, the undersigned officer, personally appeared \_\_\_\_\_ 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,

Roberta L Royce  
Notary Public/Justice of the Peace

ROBERTA L. ROYCE  
Notary Public - New Hampshire  
My Commission Expires March 21, 2023  
Commission Expires

Approved as to form, substance and execution by the Attorney General this 4<sup>th</sup> day of June, 2020.

[Signature]  
Christopher Bond, Assistant Attorney General

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_

EXHIBIT A1

Special Provisions

Additional Exhibits D-G

Contractor Initials: *MC*  
Date: *5/5/06*

EXHIBIT B1

Scope of Services

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

These activities include:

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

All Children Cared for Educated Supported & Successful (A.C.C.E.S.S.), will serve approximately 75 children per day, grades K through 8 from Winchester School.

The programming is as follows:

A.C.C.E.S.S. offers a before and after school program. Morning activities include reading and board games and breakfast. The Afternoon program begins at 3:15 p.m. and runs until 6:00 p.m. Students sign in and have a snack. Homework help club from 3:30 - 4:30 then academic enrichment clubs from 4:30 to 5:30.

**EXHIBIT C1**

**Method of Payment**

**BUDGET**

Expenditure line items	FY21 7/1/2020 - 6/30/2021	FY22 7/1/2021 - 6/30/2022	FY23 7/1/2022 - 6/30/2023	FY24 7/1/2023 - 6/30/2024	Total
Salaries	\$63,640.00	\$63,640.00	\$63,640.00	\$63,640.00	\$254,560.00
Payroll taxes and benefits	\$5,055.00	\$5,055.00	\$5,055.00	\$5,055.00	\$20,220.00
Subcontracts	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Professional development	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$20,220.00
Supplies	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00
Data Collection	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00
Background checks	\$180.00	\$180.00	\$180.00	\$180.00	\$720.00
<b>Total</b>	<b>\$76,375.00</b>	<b>\$76,375.00</b>	<b>\$76,375.00</b>	<b>\$76,375.00</b>	<b>\$305,500.00</b>

**Source of Funding:** Funds to support this request are anticipated to be available in the account titled 21<sup>st</sup> Century Community Center, Title IVB as follows, upon the availability and continued appropriation of funds in the future operating budget:

06-56-56-562010-25190000-072-500577 Grants-Federal FY-21 FY-22 FY-23 FY-24  
 \$76,375 \$76,375 \$76,375 \$76,375

**Limitation on price:** Upon mutual agreement between the 21 CCLC State Director and the grantees, line items in this budget may be adjusted but in no case shall the total budget exceed the price limitation of \$305,500.

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the approved grant proposal, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payments will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to the 21 CCLC State Director.

Contractor Files *MCC*  
 Date: 5/5/2020

## 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 contractor violates or breaches 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 of 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 provisions of 18 USC § 1001 and § 1020.

#### Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000 if 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 US 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 5/5/2020

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.), 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

*ML*  
Date 5/18/03

Exhibit E

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/gllm.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.

Contract # 017201  
Date 05/20/00

## 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 CFR, § 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 of 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 the 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, protocol 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 *MC*  
Date *3/5/2020*

# 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 ALZHEIMER CARE FOR EDUCATED SUPPORTED & SUCCESSFUL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 04, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and I am in good standing insofar as this office is concerned.

Business ID: 705158

Certificate Number: 0004907154



#### IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire  
this 3th day of May A.D. 2020.

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

William M. Gardner

Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without a Seal)

I, Crystal Card do hereby certify that:

- (1) I am the duly elected clerk of All Children Cared for, Educated, Supported & Successful - ACCESS.
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 29, 2020.

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

**RESOLVED:** That Missy Calderwood Executive Director

Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of April, 2020.
- (4) Bianca Jacobson is the duly elected ACCESS Board President of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 29<sup>th</sup> day of April, 2020.

  
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

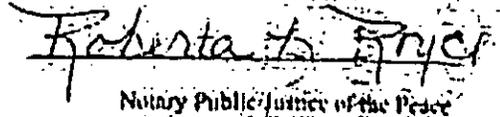
COUNTY OF Cheshire

On 29<sup>th</sup> of April, 2020, the foregoing instrument was acknowledged before me.

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

My commission expires on:

ROBERTA L. ROYCE  
Notary Public - New Hampshire

  
Notary Public Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All Children Cared For, Educated, Supported & Successful PO Box 92 Winchester NH 03470	<b>INSURER A:</b> Philadelphia Insurance Company	<b>NAIC #</b> 0
	<b>INSURER B:</b> Liberty Mutual	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 156038010      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	5/5/2020	5/5/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	5/5/2020	5/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	5/5/2020	5/5/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	<b>Educator's Professional Abuse/Molestation Liability</b>			[REDACTED]	5/5/2020	5/5/2021	Per Incident \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Director's and Officer's Liability - Mount Vernon Fire Insurance Company - NDO2553829E - 5/5/19 - 5/5/20- \$2,000,000 each claim; \$2,000,000 aggregate.  
 Workers Compensation coverage applies per the workers compensation laws of the State of NH. Officers of the Board of Directors are excluded from workers compensation insurance.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department Of Education  
 101 Pleasant Street  
 Concord NH 03301-3494

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

AUTHORIZED REPRESENTATIVE

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## **Mission Statement for ACCESS**

ACCESS (All Children, Cared for, Educated, Supported, & Successful) provides out-of-school programming for students in grades K-8 and extended learning opportunities for parents and community members in partnership with Cheshire Medical Center, UNH Co-Operative Extension and other service agencies with like goals and objectives.

Our mission is to "...keep kids safe, help families, and inspire learning..." Our three overarching goals are to:

- Increase Academic Achievement
- Provide a Safe Environment Nurturing Youth Development Through Community Collaboration
- Increase Access To Family Literacy And Additional Opportunities For Adult Educational Enrichment

1:32 PM

05/21/19

Accrual Basis

**ACCESS**  
**Profit & Loss**  
 July 2018 through April 2019

	Jul '18 - Apr 19
Ordinary Income/Expense	
Income	
Contributions Received	
In-Kind Contributions	482.50
Total Contributions Received	482.50
MUW Grant Funding	50,000.00
Governmental Grants	
USDA Meal Program	5,189.13
21C Grant Reimbursement	57,147.68
CACFP Grant Reimbursement	25,174.12
DFC Grant Reimbursement	0.00
SFSP Grant Reimbursement	3,348.07
Town of Winchester	40,000.00
Total Governmental Grants	130,839.00
State Of NH Tuition	3,773.78
Other Income	
Interest Income	0.08
Other Income	332.78
Corporate Contributions	1,097.10
Public Support	25.00
Total Other Income	1,454.96
Program Income	
Parent Tuition	19,852.32
ELMMC Summer Camp	20,663.25
Summer Camp	8,185.00
Other Childcare Services	0.00
Total Program Income	48,700.57
Transportation Program	78,005.43
Total Income	313,256.24
Gross Profit	313,256.24
Expense	
Miscellaneous	0.00
Food Program	
CACFP Food	9,320.49
CACFP Supplies	1,342.09
SFSP Summer	1,611.49
SFSP ELMM	1,126.97
Total Food Program	13,401.04
Program Expense	
Scholarships	1,177.20
Field Trips	742.50
Program Supplies	1,522.04
Special Events	43.98
Extra Curricular Activities	
Girls On The Run	0.00
Total Extra Curricular Activities	0.00
Summer Camp	
Snacks	183.27
Ice Cream Specials	212.45
Supplies	1,391.05
Activities	5,554.84
Total Summer Camp	7,341.61

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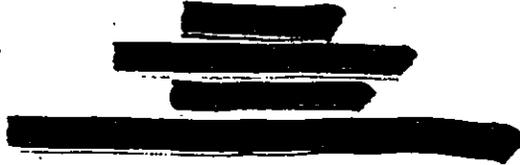
Accrual Basis

**ACCESS**  
**Profit & Loss**  
July 2018 through April 2019

	<u>Jul '18 - Apr 19</u>
ELMM Camp	
Fuel	557.29
Activities	1,646.52
Supplies	127.21
	<hr/>
Total ELMM Camp	2,331.02
Total Program Expense	13,158.33
Operations	
Background Checks	113.00
Advertising	368.29
Office Supplies	1,392.54
General Supplies	109.51
Postage, Mailing Service	128.02
Computer Systems	1,461.42
Telephone, Telecommunications	559.49
Web/Internet	699.50
Books, Subscriptions, Reference	144.98
Small Equipment (non-dep)	505.06
Registrations/Certifications	75.00
Fundraising Expenses	500.80
	<hr/>
Total Operations	6,058.51
Staff Enrichment	
Uniforms	144.00
Staff Meals	1,217.80
Recognition	317.43
Retreats/Meetings	143.61
Training/Development	15,315.06
Travel	2,451.37
	<hr/>
Total Staff Enrichment	19,589.27
Professional Services	
Accounting Fees	2,791.25
Dues & Fees	80.00
Contract Services	9,071.60
	<hr/>
Total Professional Services	11,942.85
Payroll Expenses	
Direct Deposit Fees	267.75
Wages/Personnel Regular	102,003.30
Wages/Personnel Seasonal	69,775.23
Teaching Stipend	9,593.75
Holiday/Vacation/No School	4,996.38
Retirement	1,816.41
Employer's SS & Medicare	14,254.27
FUTA	-3.81
SUTA	933.47
Other	-153.47
Payroll Expenses - Other	49.00
	<hr/>
Total Payroll Expenses	203,332.28
Insurances	
Worker's Comp Insurance	8,050.00
Insurance Commercial Package	8,335.55
Director & Officer Liability	1,952.00
	<hr/>
Total Insurances	16,337.55

**ACCESS**  
**Profit & Loss**  
July 2018 through April 2019

	<u>Jul '18 - Apr 19</u>
<b>Transportation</b>	
Fuel	3,758.98
Repairs & Maintenance	3,240.00
Registrations	496.94
Supplies	275.00
Mileage Reimbursement	1,251.02
<b>Total Transportation</b>	<u>9,021.94</u>
<b>Facilities</b>	
Custodial Fee	4,100.00
Office Rent	2,750.00
Utilities	1,111.60
<b>Total Facilities</b>	<u>7,961.60</u>
<b>Equipment</b>	
Rental and Maintenance	73.97
<b>Total Equipment</b>	<u>73.97</u>
<b>Service Charges</b>	
Bank Fees & Returned Checks	222.50
<b>Total Service Charges</b>	<u>222.50</u>
Pass through transactions	0.00
Reconciliation Discrepancies	2.03
<b>Total Expense</b>	<u>301,101.87</u>
<b>Net Ordinary Income</b>	12,154.37
<b>Other Income/Expense</b>	
Other Expense	
Other Expenses	
Penalties	330.85
<b>Total Other Expenses</b>	<u>330.85</u>
<b>Total Other Expense</b>	<u>330.85</u>
<b>Net Other Income</b>	<u>-330.85</u>
<b>Net Income</b>	<u><u>11,823.52</u></u>



<b>President</b>	Bianca Jacobson	accessboardofdirectors@gmail.com
<b>Vice President</b>	Colleen Duquette	caduquette@gmail.com
<b>Secretary</b>	Crystal Card	crystaljeancard@gmail.com
<b>Treasurer</b>	Kevin Erway	kevin_erway@yahoo.com
<b>Member</b>	Juana Lehtola	lehtolajuana@gmail.com
	Nick Raymond	nick.r.raymond@gmail.com
	Mike Tollett	mtollett@gmail.com

# Michele Calderwood



**OBJECTIVE:** To obtain a position with youth that will utilize my dedication to children's educational needs and development along with encouraging creativity and higher thinking that increases student performance.

**EXPERIENCE:**

Drug Free Community Coordinator

2015-present

**Salt & Light – Winchester NH**

- Created Progress Reports to the government 2 times a year
- Created quarterly Financial Reports to the government
- Provide the Salt & Light board with weekly financial reports
- Do weekly drawdowns from the grant
- Run support groups for youth and young adults with depression
- Attend trainings provided by SAMHSA (Substance And Mental Health Administration with up to date information and strategies for prevention
- Work with Representatives and Senators on policy change
- Work with local sectors such as school, select board, law enforcement, Cheshire Medical Center, Businesses, and volunteers to inform them on latest prevention strategies
- Facilitated the TAP Survey on substance abuse/use at the school for middle schoolers
- Monitored the results and reported to the government
- Participate with local diversion program for youth
- Trained as a Recovery Coach
- Keep track of In-kind match monies required by government
- Collaborate with local agencies to provide trainings to school and families
- Collect and report community level data to federal government including core measures
- Establish yearly action plan and work with sector representatives to accomplish goals.
- Maintain community sector relationships to share ideas and implement strategies

1-1 Paraprofessional

2012-2015

**Hinsdale Elementary School – Hinsdale NH**

- Assisted students with behavioral challenges
- Helped to develop life skills program
- Assisting IEP team thinking outside the box to help a child get the best education
- Help develop strategies and tips to bring out productive behavior in children
- Worked in the HASP afterschool program

Customer Service

2008-2012

**Peebles Department Store – Brattleboro VT**

- Assisting customers
- Cashing out customers
- Closing and accounting registers at the end of an evening

1-1 Paraprofessional

2005-2006

**Windham Southeast School – Brattleboro VT**

- Assisted child with behavioral challenges
- Taught in small group setting the alphabet, numbers and writing

1-1 Paraprofessional

2001-2005

**Hinsdale Elementary School – Hinsdale NH**

- Learned ASL to communicate with non-verbal child
- Modification of classroom work to help student learn
- Work with teacher and sped coordinator
- Worked with child to start using words and less signing

Administrative Assistant to Director and VP of Buying

1987-2000

**C&S Wholesale Grocers – Brattleboro VT**

- Provided Director and VP with weekly reports on buying
- Typed up requests and notes
- Interview new applicants and conduct background checks
- Payroll supervisor for incentive and hourly employees
- Developed training manual and trained new buying assistants
- Communicated with vendors on supplies
- Kept track of all buying items
- Worked with transportation department to schedule items needed for stores

**EDUCATION:**

**CADCA National Coalition Academy**

**March 2017-February 2018**

- 120 hours – 3-week course
- Community Assessment
- Logic Model
- Action Planning
- Evaluation and Sustainability Plan

**CADCA Leadership and Mid-year Trainings**

- 30 hours each

**Paraprofessional Certification**

- No Child Left Behind 60 hours

**New Hampshire Leadership Series**

**September 2009-April 2010**

- Participated in monthly weekend trainings
- Self-advocacy and leadership skills to affect change at a personal, community and statewide level for inclusion for all people
- The Importance on Belonging for inclusion
- Legislative involvement
- Monthly fieldwork assignments focusing on different areas of self-awareness and strengths and weaknesses

**Volunteer Advocate Training Program**

**Spring 2008**

- Learned about the Educational System with IEP's and 504's and the steps in the Department of Education
- Worked with families to effectively advocate and assisted families with children with disabilities

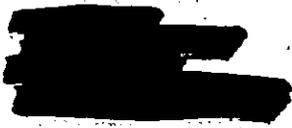
**Brattleboro Union High School graduate**

**June 1982**

**VOLUNTEERING:**

- Facilitator to community group between community and school bringing in workshops in areas of concerns to help bridge the gap between schools and parents. Teachers and paras that attended were able to get certification hours to education.

# Rachel D. Sanders



## EXPERIENCE

**L.A. Burdick Handmade Chocolates, Walpole, NH — Barista**  
MAY 2013 - SEPTEMBER 2018

Sales Associate, Cashier, Specialty Orders, Professional Customer Service

**Monadnock Berries and Granite Roots Brewing Co., Troy, NH**

MAY 2014 - SEPTEMBER 2018

Assorted Fruit and Hops Picker, Front Stand Opener and Closer, Brewery Bottler

**Assembly Creamery, Marlborough, NH — Supervisor**

MAY 2017 - SEPTEMBER 2017

Interviewing, Hiring, Directing, Organizing, and Scheduling Coordinating

**T. J. Maxco, Keene, NH — Sales Associate**

NOVEMBER 2016 - AUGUST 2018

Sale Associate, Front Cashier

## EDUCATION

**NHTI, Concord, NH — General Studies**

2013

**Red Cross, Keene, NH — Licensed Nurse Assistant**

2015-2019

**Covenant College, Lookout Mt., GA — Bachelor of Arts**

2012-2019

I completed my Bachelors of Arts in the field of Interdisciplinary Studies: Studying Community Development, Business, and Art. I was able to successfully complete this 3rd-minor BA in April of 2019.

## SKILLS

Completed 6 years of regional Speech & Lincoln Douglas Debate

YoungLife Leader for highschool students 2016-2018

Personal Relation Skills

Effective Communicator

Team Oriented

## PROJECTS

**Friends of Refugees — Clarkston, GA**

Throughout this internship, I worked closely with incoming Refugees, helping build resumes, networking, increasing the opportunity gap and diving into the politics of current immigration laws. Overall, it was a wonderful opportunity to empower incoming Syrian Refugees through opportunities for well-being, education and employment.

Frank Edelblut  
Commissioner



Christine Brennan  
Deputy Commissioner

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

July 11, 2019

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

**REQUESTED ACTION**

Authorize the Department of Education, to enter into a contract with All Children Cared for Educated Supported & Successful (A.C.C.E.S.S.), Winchester, NH (Vendor Code #264582), in an amount not to exceed \$76,375.00, to offer extended day programming for youth and their families, upon Governor and Council approval through June 30, 2020. (100% Federal Fund).

Funds to support this request are anticipated to be available in the account titled 21<sup>st</sup> Century Community Center, Title IVB as follows, upon the availability and continued appropriation of funds in the future operating budget;

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

FY 20  
\$76,375.00

**EXPLANATION**

The United States Department of Education legislation allows for five-year 21<sup>st</sup> Century Community Learning Center grants to serve youth and their families during the out-of-school-time hours. Grants are awarded annually pending the receipt of an Annual Performance Report that indicates sufficient progress and the availability of federal funds.

This program provides grants to inner city and rural schools, community based organizations, youth development agencies and other educational agencies to provide expanded learning opportunities for children outside of regular school hours in a safe environment. The programs will offer students a broad array of additional services, programs, and activities such as tutorial services, youth development activities, drug and violence prevention, counseling programs, art, music, recreation programs, and technology education. These programs and services are designed to reinforce and complement the regular academic program of the participating students.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
Page 2 of 2  
July 11, 2019

A Request for Application (RFA) went out to all school districts on February 3, 2019 and was posted on the Department of Education's website. The Office of Academic and Professional Learning received seven (7) qualified applicants from the issuance of the Request for Application, "21st Century Community Learning Center Program".

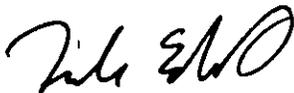
A review team was selected by an application process. Six (6) reviewers were selected based on their experience with after school programming. All seven (7) applications met the criteria of the Request for Application. (see Attachment A Scoring).

The program services provided by the grant cited above will be coordinated by A.C.C.E.S.S., Inc., in Winchester, NH in collaboration with the Winchester School District. This collaborative approach will serve elementary and middle school Winchester School District youth and their families.

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

# Attachment A

## 21<sup>st</sup> CCLC RFA 2019 Scoring Sheet

Proposal Criteria for RFA All Children Cared for Educated Supported & Successful (A.C.C.E.S.S.)

Complete Application	5 points
Priority Points	10 points
Planning Process	10 points
Need for Project	15 points
Program Design	25 points
Adequacy of Resources	20 points
Management Plan	15 points
Quality of Program	15 points
Budget/Narrative	15 points
Partnerships, Advisory, Sustainability	20 points

Total Max. 150 points

Seven (7) qualified applications were received and scored. Six (6) applications were accepted from school districts and one (1) application was accepted from a community based organization.

	Average	Sean	Lynn	Marlinda	Tanya	Willie	Kimberly
Barnstead	121.00					119	123
Concord	137.50	140	135				
Family Resource	129.50			121	138		
Nashua	133.50			123	139		
Newfound	123.00	139	117				
Manchester	112.50					121	99
A.C.C.E.S.S.	110.50					123	99

Scoring sheets were submitted by March 9, 2019. The RFA reviewers were chosen per the qualifications and experience with after school programming:

Sean Brown has his Master of Public Administration from Sage Colleges Graduate School and over 19 years of progressive experience in youth program development, family engagement, and oversight, high school and collegiate student guidance and academic services.

Willie Carrington has his Doctorate from Virginia Polytechnic Institute in Education Administration and Policy Studies. He has over 20 years of peer review experience in program assessment and evaluation, secondary education, school administration, principal preparation, special education, master schedule development, drop-out prevention, professional development, conflict resolution, STEM, school leadership, after school programming and middle level education.

## Attachment A

Tanya Gonzalez is currently working on her Early Childhood Education degree and is currently the Senior Director of School Age Education at the North Shore YMCA in Marblehead, MA.

Lynn Sobolov has her Master of Arts specializing in reading. She is currently an independent consultant with a focus on coaching, professional development, grant-writing and systems-building in the field of youth development and out-of-school time. She spent many years as a 21<sup>st</sup> CCLC Project Director in Maryland.

Marlinda Boxley has her Ed.S. in Higher Education Administration from George Washington University. She has been a peer reviewer for 21<sup>st</sup> CCLC for over 15 years with over 40 states.

Kimberly Daubenspeck has her Masters of Education in Curriculum & Instruction. She has been a grant reviewer for 21<sup>st</sup> CCLC programs for many years and is currently the Director of Special Projects for the Tennessee Department of Education.

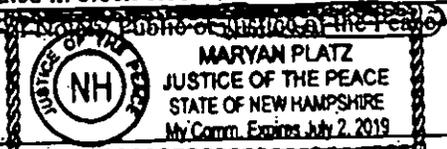
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant St, Concord, NH 03301	
1.3 Contractor Name All Children Cared for Educated Supported & Successful		1.4 Contractor Address 21 Durkee Street, Winchester, NH 03740	
1.5 Contractor Phone Number (603) 392-0257	1.6 Account Number See Exhibit B	1.7 Completion Date 6/30/2020	1.8 Price Limitation \$76,375.00 <i>mg</i>
1.9 Contracting Officer for State Agency Kathleen Vestal		1.10 State Agency Telephone Number (603) 271-3853	
1.11 <del>Contractor Signature</del> <i>Mike J. Tollett</i>		1.12 Name and Title of Contractor Signatory Mike Tollett Board President	
1.13 Acknowledgement: State of NH, County of Cheshire On May 28, 2019, 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 [Seal]		<i>Maryan Platz</i>	
			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Paul Elliott</i>		1.15 Name and Title of State Agency Signatory Paul Elliott, Commissioner	
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>Mary Platz</i> On: 7/28/2019			
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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

## EXHIBIT A

### SCOPE OF SERVICES

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

These activities include:

Remedial education activities and academic enrichment learning programs, including those which provide additional assistance to students to allow the students to improve their academic achievement;

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

All Children Cared for Educated Supported & Successful (A.C.C.E.S.S.), will serve approximately 75 children per day, grades K through 8 from Winchester School.

The programming is as follows:

A.C.C.E.S.S. offers a before and after school program. Morning activities include reading and board games and breakfast. The Afternoon program begins at 3:15 p.m. and runs until 6:00 p.m. Students sign in and have a snack. Homework help club from 3:30 – 4:30 then academic enrichment clubs from 4:30 to 5:30.

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

Contractor Initials  
Date

*[Handwritten Signature]*  
*[Handwritten Date: 5/20/19]*

**EXHIBIT B**

**BUDGET**

Expenditure line Items	FY20
Salaries	\$63,640.00
Payroll taxes and benefits	\$5,055.00
Subcontracts	\$2,000.00
Professional development	\$4,500.00
Supplies	\$500.00
Data Collection	\$500.00
Background checks	\$180.00
Total	\$76,375.00

**Source of Funding:** Funds to support this request are anticipated to be available in the account titled 21<sup>st</sup> Century Community Center, Title IVB as follows, upon the availability and continued appropriation of funds in the future operating budget;

06-56-56-562010-25190000-072-500577 Grants-Federal FY20  
\$76,375.00

**Limitation on price:** Upon mutual agreement between the 21<sup>st</sup> CCLC State Director and the grantee, line items in this budget may be adjusted but in no case shall the total budget exceed the price limitation of \$76,375.00.

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the approved grant proposal, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payments will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to the grant management system and approved by the 21<sup>st</sup> CCLC State Director.

Contractor Initials *MI*  
Date *5/28/19*

**EXHIBIT C**

**Special Provisions - None**

Contractor Initials *ms*  
Date *5/28/19*

**EXHIBIT D****Contractor Obligations**

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

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

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

**Breach**

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

**Fraud and False Statements**

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

**Environmental Protection**

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

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

**Procurement of Recovered Materials**

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

~~Contractor Signature~~ *MJ*  
Date *5/28/19*

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials MJ  
Date 5/28/19

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.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 MS  
Date 5/25/19

## Exhibit G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

Contractor Initials ml  
Date 5/28/19

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALL CHILDREN CARED FOR EDUCATED SUPPORTED & SUCCESSFUL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 04, 2014. 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: 705158

Certificate Number : 0004094603



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of May A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without a Seal)

I, Michele Calderwood, do hereby certify that:  
(Name of the Clerk of the Corporation, cannot be signatory)

- (1) I am the duly elected clerk of All Children, Cared for, Educated, Supported, and Successful  
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 6, 2019.  
(date)

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

RESOLVED: That Mike Tollett, Board President  
(Name of Contract Signatory) (Title of Contract Signatory)

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

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 28 day of May, 2019.  
(day, month, yr) (must be same date as the contract date)
- (4) Mike Tollett is the duly elected President of the corporation.  
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 28 day of May, 2019.

  
Michele Calderwood

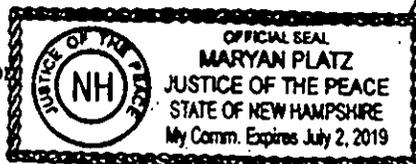
STATE OF NEW HAMPSHIRE

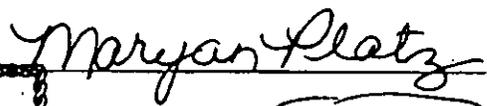
COUNTY OF Cheshire

On May 28, 2019, the foregoing instrument was acknowledged before me.

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

My commission expires on



  
Notary Public/Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2019

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (AC, Ho, Ext): 603-352-2121      FAX (AC, Ho): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> <b>ACCESS</b> All Children Cared For, Educated, Supported & Successful, Inc. PO Box 92 Winchester NH 03470	<b>INSURER A:</b> Philadelphia Insurance Company      0	
	<b>INSURER B:</b> Liberty Mutual	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1500252564

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	5/5/2019	5/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			[REDACTED]	5/5/2019	5/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	5/5/2019	5/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Educator's Professional Liability Abuse/Molestation Liability</b>			[REDACTED]	5/5/2019	5/5/2020	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Director's and Officer's Liability - Mount Vernon Fire Insurance Company - NDO2553829E - 5/5/19 - 5/5/20- \$2,000,000 each claim; \$2,000,000 aggregate.  
 Workers Compensation coverage applies per the workers compensation laws of the State of NH. Officers of the Board of Directors are excluded from workers compensation insurance.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department Of Education 101 Pleasant Street Concord NH 03301-3494	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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© 1988-2014 ACORD CORPORATION. All rights reserved.

All Children Cared for, Educated, Supported, and Successful  
Board of Director List 2019

Mike Tollett- Board President

[REDACTED]

Kevin Erway – Treasurer

[REDACTED]

Michelle Calderwood-Secretary

[REDACTED]

Juana Lehtola

[REDACTED]

Nick Raymond

[REDACTED]

Bianca Jacobsen

[REDACTED]

Colleen Duquette

[REDACTED]

Bethany LeClaire

[REDACTED]

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# BETH BALDWIN

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## PROFESSIONAL SUMMARY

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After years as an educator I accepted a program director position at our local Boys & Girls Club months I was asked to take over as the executive director which I have done for the past nine years. As Executive Director I have been responsible from everything from snow removal to fiscal management, supervising staff, human resources, grant writing, community relations, behavioral management, with our over 1100 members and their families, and working with a Board of Directors. I am currently in search of a professional position which I can use my many skill sets, work with people, and make a difference in a community.

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## SKILLS

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- Operations and finance expert
- Operations management
- Human resources management
- Non-profit management
- Critical thinking
- Project planning
- Attention to detail
- Motivated to help others
- Schedule management
- Conflict resolution techniques
- Special education
- Organized
- Running after-school programs

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## WORK HISTORY

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**Executive Director, 10/1996 to Current**

**Boys & Girls Club of Brattleboro - 17 Elm Street**

- Managed executive calendar and coordinated weekly project team meetings.
- Oversaw daily office operations for staff of 25 employees.
- Composed and drafted all outgoing correspondence and reports for managers.
- Oversaw inventory and office supply purchases.
- Compiled annual recommendations for end of fiscal year budgets.
- Processed accounts receivable and accounts payable.

**Teacher, 09/1994 to 06/1996**

**Windham Southeast Supervisory - Brattleboro Area Middle School**

- Identified signs of emotional or developmental problems in students.
- Provided one-on-one attention to students, while maintaining overall focus on the entire class.
- Prepared instruction materials including copying, construction of bulletin boards, grading, setting up work areas.

**Teacher, 09/2000 to 08/2004**

**Lake Grove at Maple Valley - Wendell, MA**

- Developed program to work with students and increase interest in higher learning.
- Fostered meaningful relationships among students through student field-trip retreats and community service projects.
- Developed and taught lessons on relevant children's books, poems, movies and themes to students.
- Created learning and dynamic lessons with an emphasis on increasing student participation.

# Crystal Card

## EDUCATION

Smith College, Northampton, MA // B.A. 2016 English Language & Literature

## EXPERIENCE

Northfield Mount Hermon Upward Bound, Assistant Academic Advisor

August 2016-Present

- Assist in providing first generation and low-income high school students with the skills and motivation to succeed in high school and college.
- Plan and teach enrichment lessons and tutoring to student groups
- Provide college and financial aid counseling
- Managing textbook drive to raise scholarship funds
- Recruitment and supervision of program volunteers

Smith College Office of Career Development, Recruiting and Data Assistant

September 2013-May 2016

- Hosted employer information sessions and events
- Posted positions to the job and internship database while troubleshooting student and employer account issues
- Input and organized highly sensitive data and contact information in Excel spreadsheets
- Performed ad hoc research and assisted with office projects
- Maintained confidentiality and professionalism at all times with wide range of contacts

Keene Public Library, American History and Literature Intern

May 2015-September 2015

- Coordinated 2015 Summer Literary Lecture Series
- Independently researched and presented lecture exploring literary trends in 18-19<sup>th</sup> c. Monadnock County
- Identified and secured guest speakers for series including: Edie Clark and Professor Rick Millington
- Aided in publicity to local newspaper and radio mediums ensuring full capacity for all lectures

Cheshire County Historical Society, Early Education American History Intern

May 2015-September 2015  
& May 2014-September 2014

- Communicated U.S. Revolutionary History to visitors by preparing lessons and tours
- Created virtual tours in accordance with ADA accessibility laws
- Participated in ticket sales, guest check-in, volunteer supervision and the management of Wyman Tavern Brew Fest with over 500 attendees and 15 breweries from NH, VT, ME, and MA.
- Organized and executed weekly educational activities teaching youth colonial candle dipping, fire building, and open hearth cooking, among other skills
- Supplied quality one on one customer engagement to museum visitors
- Cataloged and recorded museum artifacts.

Monadnock Developmental Services, Respite Care Provider

November 2007-2014

- Worked one-on-one with autistic and special needs children
- Managed complex schedules and administered medications
- Organized stimulating activities that engage children with creative thought and critical thinking
- Facilitated group projects to connect clients with one another and improve social skills
- Provided coping mechanisms to aid child in distress and to provide more constructive outlets for emotions

## LEADERSHIP EXPERIENCE

Contributing Writer - *The Sophian* - Student Newspaper

September 2015 - Present

Head of New Students - Parsons House

August 2013

Publicity Chair - Interfaith Council

October 2012

# Ashley Gibbons

I am currently enrolled in to keene high. I have very good listening skills and always ready to learn something new.

## ADDITIONAL INFORMATION

### SKILLS

- Good on computers
- Worked with children
- organized
- Hard working
- Good Attitude
- Ambitious

## Asher E. Clark

### Objectives

My current objective is to further my career skills as an afterschool professional and lifeguard.

### Career Results

#### **Cheshire County 4H**

- June 2016; Achieved certification as Grade 2 Archery Instructor.
- June 2015; Achieved certification as Grade 2 Rifle and Air Rifle Instructor.
- February 2015; Completed Life Skills in After School Programs Training
- 2013-2016 Served as a Junior leader for Pitcher Mountain Hotshots 4H club.
- May 2013; Achieved certification as a Grade 2 Pistol instructor.

#### **Police Explorers Deering HillCats Post #612**

- May 2016; Police Explorers Weekend Challenge Competition. As Squad Leader I was instrumental in achieving the highest position this post had ever received; 2nd place statewide.
- January 2016; Elected Cadet Captain of Deering HillCats Police Explorers, Post 612.
- October 2015; University of Exploring, NH Fire Academy Concord, NH
- May 2015; Police Explorers Weekend Challenge Competition. Achieved 3rd place over all.
- January 2015; Elected Cadet Lieutenant of Deering Hillcats Police Explorers, Post 612.
- May 2014; Police Explorers Weekend Challenge Competition. Achieved 4th place over all.
- January 2014; Elected Cadet Sergeant of Deering HillCats Police Explorers, Post 612.
- June 2013; Graduated NH Chief's of Police Police Cadet Training Academy.
- May 2013; Police Explorers Weekend Challenge Competition.
- January 2013; Elected Cadet Corporal of Deering HillCats Police Explorers, Post 612
- September 2012 - Present; Consistent community service.

#### **Community Service**

- May 2015; Delivered 5 hours of volunteer service in as a tabletop exhibits judge at NH 4H day.
- September 2012 - Present; Delivered 100+ hours of volunteer community service with Deering HillCats Police Explorers Post 612.
- November 2014-February 2015; Delivered 32 hours service at Antrim Elementary School.
- Delivered 40 hours of volunteer service in June 2014 at a Vacation Bible School.
- Delivered 50 hours of volunteer service April 2014. I participated in fundraising, planning and attending a mission trip to Port-au-Prince Haiti.

#### **Current Certifications**

- April 2015 - Achieved certification in CPI (Crisis Prevention and Intervention)
- Oct 2009 - Achieved certifications in CPR, AED, First Aid, and Bloodborne Pathogens
- September 2016 - Achieved certification as a Lifeguard (Red Cross.)

### Education

#### **High School - Home Education**

- Pursued College Preparatory Track
- Two years of classical education; including Mock Trial, Debate and Latin Studies



## JEFFREY HEWITT

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### ELEMENTARY SCHOOL TEACHER

Dedicated and energetic professional educator with commitment to academic and social growth of individual students. Flexibility in preparation and execution of lessons, ensuring all learning styles are addressed. Hardworking and enthusiastic individual with ability to develop a healthy teaching-learning environment. Capacity to implement a wide variety of teaching strategies which stimulate, inspire and challenge students to strive for quality schoolwork.

*Areas of Teaching Proficiency Include the Following:*

*Responsive Classroom - Creative Lesson Planning - Technology Integration - Classroom Management*

*Response To Intervention - Student Motivation - Writer's Workshop - Assessment Tools*

*Smartboard Training - Multidisciplinary Lesson Plans - Individualized Education Plans*

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### EDUCATION and CREDENTIALS

Keene State College, Keene, NH

Bachelor of Science (1984); Major: Psychology; Minor: Business Management

Teacher Certification Program (2002)

Praxis II K-8 Mathematics (2011), HQT K-8 Math

American Red Cross Certified First Responder CPR-AED/First Aid

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### TEACHING EXPERIENCE

Winchester School, Winchester, NH

9/2009 - Present

Title One Teacher

Create and implement lesson plans designed to enhance Math and Language Arts skills for 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students. Collaborate with Grade Level Teams to assess, evaluate, and improve specific skills in which students demonstrate lack of proficiency. Participation in school implementation and compliance with DINI (District in Need of Improvement) plan. Collect data through assessment, evaluate data, identify skills lacking proficiency and arranged RTI interventions groups accordingly. Serve as Alpha Academics Instructor for afterschool tutoring program.

Monadnock Regional High School, Swanzey, NH

Boys Varsity Tennis Coach

3/2004-present

Responsible for coordination between boys/girls teams, scheduling, budget, and team tournaments.

Support athlete's academic, social and personal growth throughout entire school year.

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## **Joseph T. McGarvey**

### **Education:**

**High School Diploma**

Grace Academy, Alstead, NH

June 2013

### **Work Experience:**

**Dishwasher**

Camp Spofford, Spofford NH

June 2009 - July 2011

- Maintain a clean kitchen and working environment for myself and co-workers.
- Provide clean dishes and utensils for camp dining hall and kitchen.
- Disposing of waste and garbage for kitchen.

**Food Service**

Camp Spofford, Spofford NH

July 2011 - February 2014

- Assist chef in the preparation of meals.
- Stocking and organizing the store room.
- Maintaining a clean kitchen, freezer and dining room.

**Americorps Member for After School Programs**

September 2013 - June 2015

Goodwill Americorps, Granite State Education Corps, Winchester ACCESS, Winchester NH

- Plan and facilitate after school enrichment programs and summer camps.
- Assist Director with various assignments and service projects.
- Work in one on one and group setting with kindergarten through 8th grade students.
- Manage external communications such as the ACCESS website, facebook page, etc.
- Serve as a middle manager between ACCESS Director and core staff members.