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

Paul K. Leather
Deputy Commissioner
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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 28, 2015

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** contract, with the New Hampshire College and University Council, Concord, NH (Vendor Code #154469), in the amount of \$131,924, effective upon Governor and Council approval for the period of October 1, 2015 through September 30, 2016, with an option to renew for up to one additional fiscal year subject to Governor and Council approval, to expand professional development opportunities and improve teacher quality for secondary teachers and counselors regarding academic rigor and promotion of STEM (science, technology, engineering, and mathematics) studies, to promote high school student career and college-readiness through participation in a rigorous high school curriculum; and to encourage enrollment in post-secondary STEM studies. **100% Other Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Administration Fees and Education Credentialing:

	<u>FY 2016</u>
06-56-56-566510-67770000-102-500731 Contracts for Program Services	\$ 26,000.00
06-56-56-564510-62040000-073-500583 Grants to Schools-State	\$105,924.00

EXPLANATION

This is a **sole source** contract as the New Hampshire College and University Council was identified as a grant recipient when the New Hampshire Department of Education, Division of Higher Education applied for the College Access Challenge Grant, which increases the rigor of the curriculum taken by students so they are better prepared for college and career success. The New Hampshire College and University Council is contributing an additional \$32,980.00 in funding towards this initiative to achieve positive program outcomes.

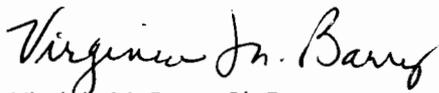
Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
Page 2 of 2

The New Hampshire College and University Council program builds upon an existing infrastructure to deliver programming, resources and direct services to increase access to postsecondary education for under-represented students. It is part of a nationwide collaboration of similar efforts often titled "Scholars" programs.

The New Hampshire College and University Council has three initiatives that must be accomplished under this contract: 1) providing professional development opportunities for secondary teachers, principals, and guidance personnel regarding academic rigor, including STEM, to enhance college enrollment rates; 2) improving secondary teacher training to promote student participation in STEM studies, in career college-ready preparation, and academic rigor; and 3) enhancing tools currently available for schools and secondary teachers that encourage education beyond high school, thus increasing the number of students enrolling in STEM post-secondary education.

In the event that Other Funds become no longer available, General Funds will not be requested to fund this project.

Respectfully submitted by,

A handwritten signature in cursive script that reads "Virginia M. Barry".

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

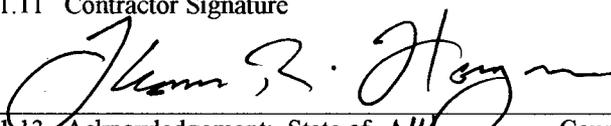
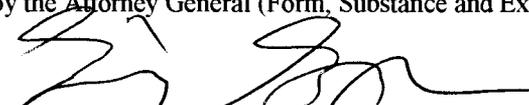
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH, 03301-3494	
1.3 Contractor Name New Hampshire College and University Council		1.4 Contractor Address 3 Barrell Court, Suite 100, Concord, NH 03301	
1.5 Contractor Phone Number 603-225-4199	1.6 Account Number 06-56-56-566510-67770000-102-500731, and 06-56-56-564510-62040000-073-500583	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$131,924
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D.		1.10 State Agency Telephone Number (603) 271-3144	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas R. Horgan, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>8/5/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Patricia M. Edes</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia M. Edes, Notary Public</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u> Date:		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/11/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials *JPH*
Date *8/5/15*

EXHIBIT A

Scope of Services

New Hampshire College and University Council (NHCUC)

The NH College and University Council (NHCUC) will provide the following services to the New Hampshire Department of Education (NHDOE) beginning October 1, 2015 through September 30, 2016, with an option to extend the program for one additional year if needed.

The NHCUC will provide a series of professional development opportunities for teachers, including assisting them in better serving students through promotion and advancement of rigorous academic achievement goals and promotion of STEM (science, technology, engineering, and mathematics) studies and career and college-readiness preparation.

The goal is to expand the program state-wide and to target secondary teachers and counselors. The NHCUC will provide teachers with personalized and customized access to resources to help meet these achievement goals including STEM, academic rigor, and encouragement of college-readiness programs.

The program will focus on three primary areas. It will:

1. Provide professional development opportunities for secondary teachers, principals, and guidance personnel;
2. Improve teacher ability to promote student participation in STEM programs; and
3. Enhance the tools currently available for schools and teachers to encourage education beyond high school, thus increasing the number of students enrolling in postsecondary education.

Improve secondary teacher ability to promote student participation in STEM studies, in career and college-readiness preparation, and to encourage student support for academic rigor.

The NHCUC, through participation in the promotion of STEM studies, career and college-readiness preparation, and the NH Scholars Program, will provide secondary teachers with resources that they would not normally have access to. By providing them with these resources, the secondary teachers will be able to offer incentives and continuous reinforcement to their students and implement a college-readiness, STEM-focused culture.

The NHCUC will implement a new NH Scholars STEM Pathway and secondary teachers will encourage students to successfully complete these core courses (at a minimum):

- 1 year (or more) chosen from STEM-related courses including Technology, Engineering, Computers, Advanced Manufacturing, etc.
- 4 English Courses (English I, II, III, IV)
- Mathematics Courses (Algebra I, Algebra II, Geometry)
- 4 Lab-based Science Courses (Biology, Chemistry, Physics, Pre-engineering, Anatomy and Physiology, etc.)
- 3.5 History and Social Science Courses (chosen from—U.S. History I and II, World History, U.S. Government, World Geography, Economics, etc.)
- 2 Foreign Language Courses (in the same language)

Secondary teachers will receive professional development training to prepare them to encourage all students to go above and beyond this minimum STEM core course of study. Teachers will help every student develop a 4-year education plan.

Enhance tools currently available for schools and secondary teachers to encourage education beyond high school, thus increasing the number of students enrolling in STEM postsecondary education.

The NHCUC will help business leaders connect with secondary teachers to provide workshops, activities, and

mentoring opportunities to both secondary teachers and students. Secondary teacher training by various business partners will range from college prep, interview skills, resume building, STEM career field-specific discussions, job shadowing, STEM internships, and informational interviews. Secondary school personnel will receive support to provide ongoing activities and continuous reinforcement to their students. The NHCUC will work with schools to help develop business partnerships and assist with coordinating STEM college outreach services.

Program implementation will begin in 8th grade with an early intervention model. Secondary teachers will be trained to give presentations to all 8th grade students. Presenters (speakers) will be local business volunteers or trained secondary teachers. Secondary teachers will also be trained and prepared to offer additional student activities such as STEM peer mentoring (by STEM college students and current State Scholars), service learning opportunities, and one-on-one counseling.

NHCUC will coach secondary teachers in grades 9-11 on how to provide continuous reinforcement and ongoing incentives to students interested in STEM, and other academic areas. This will help keep students on the appropriate path to graduate prepared for college and careers, including STEM occupations. Continuous communication from secondary guidance staff and secondary teachers will also help them assess whether students need additional resources (including tutoring, mentors, etc.).

Goal: To establish 50+ business partnerships with participating secondary schools within the contract period and improve secondary teacher effectiveness by providing tools and resources necessary to relate classroom instruction with real-world STEM learning.

Provide professional development opportunities for secondary teachers, principals, and guidance personnel regarding academic rigor, and areas relating to rigor including STEM, to enhance college-enrollment rates.

The NHCUC will collaborate with and train secondary teachers, principals, guidance personnel, and school-to-career staff in the following ways:

- Assistance with developing business partnerships, including training of business presenters, with particular emphasis on STEM fields;

- Ongoing communication of current trends and information regarding college admissions and financial aid specifically FAFSA, federal aid programs, and local resources;
- Assistance with coordinating college outreach services, presentations, and information on STEM careers;
- Regular newsletters that provide information to secondary teachers regarding program opportunities, and potential STEM-field connections;
- Assistance with data collection;
- Providing publications, handouts, and materials, including information on STEM education;
- Providing a promotional banner, seals for diplomas and gold medallions, including special designation for STEM Scholars.

Training will occur in multiple ways including:

- Initial collaboration when a new secondary school district signs on;
- Ongoing communication via email, phone, and on-site meetings regarding curriculum (including STEM curriculum requirements), STEM program goals, college admission, financial aid, current trends in Higher Ed, 21st Century skills, and STEM career prep;
- Coaching for business leaders and secondary school staff on how to present various workshops, including the 8th grade PowerPoint and various other programs including how to provide encouragement and links to STEM careers and postsecondary STEM majors;
- Providing regional NH Scholars College Access Conventions for secondary teachers, school faculty, personnel, partners, and students to discuss academic rigor, relevance, relationships, and STEM opportunities. Topics may include early awareness, financial aid, and how to encourage students to go beyond high school and prepare for STEM careers; and
- Distributing regular newsletters to all participating school districts containing information on current trends in college admission, financial aid, outreach support, various college planning resources, and postsecondary STEM majors and STEM career opportunities.

2016
8/6/15

The NHCUC will provide professional development to secondary teachers and guidance personnel to help them better understand the needs of their students. Professional development will include workshops from these partner trainers: Campus Compact for New Hampshire, The NHHEAF Network Organizations, the NH College and University Council, and Project Lead the Way. Particular emphasis on enhancing the understanding and value of pursuing STEM education will be incorporated. Professional trainings will address issues such as socioeconomic challenges, how to better relate to students in the 21st Century, strategies for increasing interest in STEM fields, and tackling issues facing students, etc. Workshops may also provide forums on cultural competency and diversity learning.

The NHCUC will work within the secondary teacher preparation programs at member institutions through regular communication, activities, and gatherings of postsecondary faculty and teacher-education students to enhance a better understanding of the importance of academic rigor in high school, opportunities and pathways to STEM careers, and strategies to improve student success for STEM majors.

Professional Training for Secondary Teachers and School Personnel to Assist Students in the College Application Process.

In partnership with the NHHEAF Network, the NHCUC will implement professional training for secondary teachers and school personnel. This training will provide resources and tools for secondary teachers and personnel to assist their students in college planning and with college applications. NHHEAF and NHCUC will lead these activities.

New Hampshire has joined the **American College Application Campaign (ACAC)** and will host ***I Am College Bound*** college application programs during the month of November. The purpose of the college application program is to provide training to teachers and guidance personnel to increase the number of students who pursue a postsecondary education. Particular emphasis will be placed on encouraging students to consider STEM majors and careers. Teachers will invite students to submit at least one college admission application with the support of their school and local higher-education professionals.

New Hampshire's *I Am College Bound* Collaborative (through NHHEAF), in partnership with ACAC, will provide step-by-step support to several at-risk schools, including the Manchester School District. Secondary teachers will

be trained via a guidebook/toolkit of resources including sample letters, schedules, and checklists. Student participants will receive stickers which read, “*I Am College Bound – I Applied*” and also have the opportunity to win education-related STEM prizes such as Kindle e-readers, book scholarships, and scientific calculators. Most notably, however, secondary teachers will receive additional support to help students access higher education, including the pursuit of STEM careers.

The college application event will be held **at least one day** during the month of **November 2015**, although teachers will be offered professional development to better assist students in advance of the program to ensure they are prepared.

Goal: To host annual professional development conventions for secondary teachers, principals, and school personnel. 85% of participants will report that workshops and other communication resulted in increased capacity of students completing rigorous programs (including STEM courses) and increases in college-going rates, particularly in STEM fields. Increased enrollment in rigorous courses, including STEM, will be collected via the i.4.see data system. Furthermore, secondary teachers and school personnel will be fully trained to better assist their students when applying for college, with particular emphasis on STEM majors and career opportunities.

In an effort to evaluate progress in secondary teacher effectiveness, the program will help track student data through high school and onto postsecondary enrollment.

The program is aligned with the NH Department of Education’s data system, *i.4.see*. This enables school districts to track student progress through high school by capturing their SASID (student ID number), course number, course level, grade level, credit, and grade received. By matching National Student Clearinghouse data, the NHCUC will be able to analyze Higher Education enrollment data. In addition, the NHCUC will be able to clearly monitor results in terms of student course selection, grades, test scores, core courses completed, and interest in STEM areas. The NHCUC will also be able to assess year-end numbers of students retained and where they are headed (returning to high school, enrollment in postsecondary education, interest in STEM fields, etc.).

Publicity Plan:

The NHCUC will take advantage of:

- Media outlets and promotional materials to students, families and businesses, including STEM companies;
- A positive word of mouth approach to encourage increased interest in STEM and other rigorous academic programs;
- Reaching out to all relevant groups to help create increased interest in STEM Pathways;
- Continuing to develop and distribute regular newsletters to hundreds of secondary teachers, school administrators, and business leaders encouraging increased awareness of educational STEM opportunities and careers;
- Writing Op-Ed articles for local newspapers, promoting the expansion of the STEM program of NH Scholars; and
- Reaching out to local communities to increase awareness of STEM academic pathways and career opportunities.

In the spring of 2016, the NHCUC will host a recognition event, called NH Scholars Day. This event will properly recognize all secondary teachers, principals, counselors, school personnel, and students for their success and effectiveness in the program. Particular emphasis will be placed on students pursuing STEM programs.

EXHIBIT B

Method of Payment and Budget

New Hampshire College and University Council (NHCUC)

Budget (through September 30, 2016)

Exhibit B

Budget

Salaries & Wages	
Director	\$65,776.00
Employee Benefits	\$24,129.00
Travel	\$3,019.00
Event & Programming	
Outreach, recognition, conventions, events, etc.	\$39,000.00
Funding Sources	
NHDOE Funding	\$131,924.00
NHCUC Funding	\$32,980.00
Total Program Cost	\$164,904.00

The above program costs will be supported by NHCUC for related expenses such as Contracts/Other Services, Materials and Supplies, Program Support Coordination with Partners, Lead IHE Fiscal Agent and program support coordination with partners in the amount of \$32,980 for the duration of this contract.

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$131,924.

Funding Source:

06-56-56-566510-67770000-102-500731 \$ 26,000

06-56-56-564510-62040000-073-500583 \$105,924

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

EXHIBIT C

Special Provisions

New Hampshire College and University Council (NHCUC)

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

Contractor Initials JLK
Date 8/15/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COLLEGE AND UNIVERSITY COUNCIL is a New Hampshire nonprofit corporation formed February 10, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of July A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Without Seal)

I Stephanie Lesperance, Clerk/Secretary of the NH College & University Council do hereby certify that: (1) I am the duly elected and acting Clerk/Secretary of the NH College + Univ. Council, a New Hampshire corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation)

with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 29th day of April, 2015, which meeting was duly held in accordance with New Hampshire law and (State of incorporation)

the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Thomas R. Horgan President
Sr. Paula Marie Bunley Vice President
Steven Di Salvo Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 4 day of August, 2015

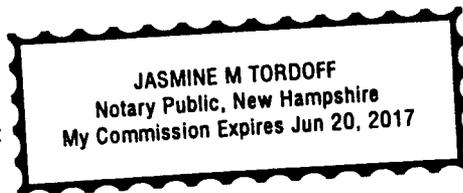
[Signature]
Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 4 day of August, 2015 before me, Jasmine Tordoff, the undersigned, personally appeared Stephanie S. Lesperance, who acknowledged her/himself to be the Clerk/Secretary of New Hampshire College + University Council, a corporation, and that she/he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Clerk/Secretary.

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

(SEAL)



My Commission expires:

[Signature]
Notary Public/Justice of the Peace

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

NHCOLLE

DATE (MM/DD/YYYY)
03/11/2015

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 603 225-8611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: _____
INSURED New Hampshire College and University Council 3 Barrell Court, Suite 100 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance NAIC # _____
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

COVERAGES CERTIFICATE NUMBER: 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			03/01/2015	03/01/2016	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$300,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPROP AGG: \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			03/01/2015	03/01/2016	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03/01/2015	03/01/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 E.L. DISEASE - POLICY LIMIT: \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept. of Education,
 Division of Higher Education,
 101 Pleasant St
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

[Signature]

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**NEW HAMPSHIRE COLLEGE
& UNIVERSITY COUNCIL**

FINANCIAL STATEMENTS

JUNE 30, 2014

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HESSION & PARE, PC

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0171

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
New Hampshire College
& University Council
Concord, New Hampshire

We have audited the accompanying financial statements of New Hampshire College & University Council (the "Council") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

Board of Directors
New Hampshire College
& University Council

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Council as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses starting on page 13 is presented purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the Council's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 7, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

October 3, 2014

Hesam, Fare PC

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

STATEMENT OF FINANCIAL POSITION

As of June 30, 2014
(with comparative totals for 2013)

ASSETS				
	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 5,903	\$ 368	\$ 6,271	\$ 71,222
Accounts receivable	38,955	-	38,955	25,504
Grants receivable	18,709	-	18,709	60,086
Prepaid expenses	3,892	-	3,892	2,552
Investments	1,240,245	-	1,240,245	1,153,900
Property and equipment, net	11,188	-	11,188	15,407
Deposits	3,032	-	3,032	3,032
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 1,321,924</u>	<u>\$ 368</u>	<u>\$ 1,322,292</u>	<u>\$ 1,331,703</u>
LIABILITIES AND NET ASSETS				
Accounts payable	\$ 3,708	\$ -	\$ 3,708	\$ 75,974
Accrued expenses	87,273	-	87,273	68,013
Deferred revenue	2,975	-	2,975	47,713
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>93,956</u>	<u>-</u>	<u>93,956</u>	<u>191,700</u>
Unrestricted	1,227,968	-	1,227,968	1,132,966
Temporarily restricted	-	368	368	7,037
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total net assets	<u>1,227,968</u>	<u>368</u>	<u>1,228,336</u>	<u>1,140,003</u>
Total liabilities and net assets	<u>\$ 1,321,924</u>	<u>\$ 368</u>	<u>\$ 1,322,292</u>	<u>\$ 1,331,703</u>

See notes to financial statements.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2014
(with comparative totals for 2013)

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2014</u>	<u>2013</u>
Revenue				
Dues	\$ 428,800	\$ -	\$ 428,800	\$ 413,016
Grants	205,020	-	205,020	273,928
Other revenues	73,201	-	73,201	75,273
Investment income	40,072	-	40,072	35,568
Contract revenue	4,800	-	4,800	400
Net assets released from restrictions	6,669	(6,669)	-	-
Total revenue	<u>758,562</u>	<u>(6,669)</u>	<u>751,893</u>	<u>798,185</u>
Expenses				
CACGS	207,457	-	207,457	274,289
Forum	92,926	-	92,926	100,834
Admissions	83,167	-	83,167	84,636
Career counseling	68,668	-	68,668	71,592
Academic affairs	57,772	-	57,772	66,656
Library project	51,060	-	51,060	54,714
NH Coalition for Business Education	18,500	-	18,500	-
Total program expenses	579,550	-	579,550	652,721
General administration	<u>220,355</u>	<u>-</u>	<u>220,355</u>	<u>214,953</u>
Total expenses	<u>799,905</u>	<u>-</u>	<u>799,905</u>	<u>867,674</u>
(Decrease) in net assets before realized and unrealized gains	(41,343)	(6,669)	(48,012)	(69,489)
Realized gains on investments	-	-	-	74,762
Unrealized gains on investments	<u>136,345</u>	<u>-</u>	<u>136,345</u>	<u>30,121</u>
Increase (decrease) in net assets	95,002	(6,669)	88,333	35,394
Net assets, beginning of year	<u>1,132,966</u>	<u>7,037</u>	<u>1,140,003</u>	<u>1,104,609</u>
Net assets, end of year	<u>\$ 1,227,968</u>	<u>\$ 368</u>	<u>\$ 1,228,336</u>	<u>\$ 1,140,003</u>

See notes to financial statements.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2014
(with comparative totals for 2013)

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 88,333	\$ 35,394
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities		
Depreciation	4,219	3,609
Realized (gains) on investments	-	(74,762)
Unrealized (gains) on investments	(136,345)	(30,121)
(Increase) decrease in accounts receivable	(13,451)	5,074
Decrease in grants receivable	41,377	45,918
(Increase) decrease in prepaid expenses	(1,340)	1,219
Decrease in accounts payable	(72,266)	(30,048)
Increase in accrued expenses	19,260	8,233
(Decrease) increase in deferred revenue	(44,738)	47,713
Net cash (used in) provided by operating activities	<u>(114,951)</u>	<u>12,229</u>
Cash flows from investing activities		
Cash paid for property and equipment	-	(6,756)
Cash paid for investments	(40,059)	(35,467)
Cash received from investments	<u>90,059</u>	<u>65,467</u>
Net cash provided by investing activities	<u>50,000</u>	<u>23,244</u>
Net (decrease) increase in cash and cash equivalents	(64,951)	35,473
Cash and cash equivalents, beginning of year	<u>71,222</u>	<u>35,749</u>
Cash and cash equivalents, end of year	<u>\$ 6,271</u>	<u>\$ 71,222</u>

See notes to financial statements.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

New Hampshire College & University Council (the "Council") was established and incorporated in 1967. The Council is a non-profit organization whose purpose is the advancement of higher education in the State of New Hampshire. The Council accomplishes this by providing a forum to discuss higher education within the State, cooperation with member institutions of higher education through sharing of information and mutual problem-solving and collaborating in programs of mutual interest. The Council's major source of revenue is derived from dues.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

The Council prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for Not-for-profit entities. The significant accounting and reporting policies used by the Council are described subsequently to enhance the usefulness and understandability of the financial statements.

Net assets

The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. There are no permanently restricted net assets at the Council.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

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

Comparative totals

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

Cash and cash equivalents

For purposes of the statement of cash flows, the Council considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are written-off through bad debt expense and a credit to accounts receivable.

Grants receivable and revenue

Grants receivable and revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants.

Investments

Investments in marketable securities and debt securities are carried at market value in accordance with generally accepted accounting principles. Unrealized gains and losses are included in the changes of net assets in the accompanying statement of activities. Investment income is recorded on the accrual basis.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and equipment

Property and equipment are recorded at cost, or in the case of donated assets, at fair market value. Expenditures for repairs and maintenance are charged as an expense when incurred and purchases in excess of \$1,000 are capitalized as additions to property and equipment.

Depreciation is provided on the straight-line method with charges to expense in amounts estimated to recover the cost of these assets over their useful lives as follows:

Equipment	3-5 years
Furniture and fixtures	7 years

Revenue recognition

Contract revenue is recognized when services are rendered or costs are incurred. Dues are recognized ratably over the term of membership. Dues received in advance of the period are shown as deferred revenue in the accompanying statements of financial position.

Functional allocation of expenses

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

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for overall support and direction of the Council.

Advertising

Advertising costs are expensed as incurred.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Fair value of financial instruments

Cash, trade, other accounts receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income taxes

The Council is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, whereby only unrelated business income, as defined by Section 509(a)(1) of the Code, is subject to federal income tax. At June 30, 2014 and 2013, the Council had no unrelated business income. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2010 are no longer subject to examination by federal and state taxing authorities.

Reclassification

Certain 2013 amounts have been reclassified to conform to 2014 classification. These reclassifications had no effect on the increase in net assets for 2013.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority;

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices;

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

NOTES TO FINANCIAL STATEMENTS

Note 4. GRANTS RECEIVABLE

At June 30, 2014 and 2013, grants receivable consisted of \$18,709 and \$60,086, respectively, from the College Access Challenge Grant. The Council has successfully completed all requirements of the respective grant agreements.

Note 5. INVESTMENTS

The cost and market values of investment securities at June 30 were as follows:

	<u>2014</u>		<u>2013</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Mutual funds - domestic equity	\$ 544,486	\$ 763,994	\$ 594,486	\$ 695,236
Mutual funds - domestic bonds	419,116	412,359	419,116	406,671
Mutual funds - international equity	<u>50,000</u>	<u>63,892</u>	<u>50,000</u>	<u>51,993</u>
Total	<u>\$ 1,013,602</u>	<u>\$ 1,240,245</u>	<u>\$ 1,063,602</u>	<u>\$ 1,153,900</u>

Other than mutual fund fees, there were no expenses relating to investments in 2014 and 2013.

Investment return is summarized as follows:

	<u>2014</u>	<u>2013</u>
Interest and dividend income	\$ 40,059	\$ 35,568
Realized gain on investments	-	74,762
Unrealized gain on investments	<u>136,345</u>	<u>30,121</u>
Total	<u>\$ 176,404</u>	<u>\$ 140,451</u>

As discussed in Note 3 to these financial statements, the Council is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Council's valuation techniques. The valuation technique used to measure investments is Level 1. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of June 30, 2014.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL
NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY AND EQUIPMENT

Property and equipment were comprised of the following at June 30:

	<u>2014</u>	<u>2013</u>
Furniture and equipment	\$ 73,571	\$ 73,571
Vehicle	13,534	13,534
Computer equipment	9,836	9,836
Leasehold improvements	<u>3,307</u>	<u>3,307</u>
Total	100,248	100,248
Less accumulated depreciation	<u>89,060</u>	<u>84,841</u>
Net property and equipment	<u>\$ 11,188</u>	<u>\$ 15,407</u>

Note 7. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were available for the following specific service at June 30:

	<u>2014</u>	<u>2013</u>
CACGS	\$ 368	\$ 7,037

Note 8. PENSION PLAN

The Council established a defined contribution plan that operates under Section 403(b) of the Internal Revenue Code. The plan covers all qualified employees beginning on the first of the month after the date employment begins. At the present time, the employee may defer up to 5% of their annual salary. The Council's plan contributions are up to 10% of employee salary. For the years ended June 30, 2014 and 2013, the Council contributed \$25,344 and \$27,643 to the plan, respectively.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL
NOTES TO FINANCIAL STATEMENTS

Note 9. COMMITMENTS

The Council entered into a new agreement to lease office space in Concord, New Hampshire under a non-cancelable agreement that expires in June 2015. The lease requires monthly rental payments of \$1,467, adjusted annually based on the Consumer Price Index. The Council also leases office equipment under an agreement which expires in November 2014. Future commitments under non-cancelable operating leases is \$20,457 for the fiscal year ended 2015.

For the years ended June 30, 2014 and 2013, rent expense was \$22,491 and \$22,663, respectively.

Note 10. RISKS AND UNCERTAINTIES

The Council invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the statements of financial position.

Note 11. SUBSEQUENT EVENTS

The Council has evaluated subsequent events through October 3, 2014, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2014.

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2014
(with comparative totals for 2013)

	NH									
	Forum	Admissions	Career Counseling	Academic Affairs Program	Library Project	Coalition for Business Education	General Administration	2014	2013	
CACGS										
Salaries and wages	\$ 77,354	\$ 19,383	\$ 19,383	\$ 19,383	\$ 19,383	\$ -	\$ 94,000	\$ 268,269	\$ 284,800	
Staff benefits	26,831	6,227	6,227	6,227	6,227	-	29,914	87,880	79,942	
Payroll taxes	5,277	1,053	1,053	1,053	1,053	-	5,060	15,602	16,959	
Salaries and related benefits	109,462	26,663	26,663	26,663	26,663	-	128,974	371,751	381,701	
Program support	58,751	41,123	28,925	18,764	11,262	12,000	-	211,484	267,851	
Office supplies and expense	6,707	4,974	5,071	5,110	4,974	-	22,804	54,624	64,489	
Travel and meetings	2,958	5,765	4,566	3,793	4,719	-	26,987	52,835	60,595	
Marketing and promotion	16,139	3,298	2,098	2,098	2,098	6,500	6,994	46,913	33,490	
Professional fees	3,997	465	465	465	465	-	18,012	31,834	33,380	
Office rental	9,443	521	521	521	521	-	6,085	18,133	18,354	
Miscellaneous	-	399	359	358	358	-	6,280	8,112	4,205	
Total expenses before depreciation	207,457	83,167	68,668	57,772	51,060	18,500	216,136	795,686	864,065	
Depreciation	-	-	-	-	-	-	4,219	4,219	3,609	
Total expenses	\$ 207,457	\$ 83,167	\$ 68,668	\$ 57,772	\$ 51,060	\$ 18,500	\$ 220,355	\$ 799,905	\$ 867,674	

See notes to financial statements.

Board of Directors

The Board of Directors consists of the president from each member institution. The Chancellor of the University System and the Chancellor of the NH Community College System serve as ex officio members. The Board provides oversight and approval of all Council activities, meets four times each academic year, and hosts regular Presidential Retreats.

Board of Directors (2015-2017)

Chair

Todd Leach

Chancellor
University System of New Hampshire

Vice-Chair

Sr. Paula Marie Buley
President
Rivier College

Treasurer

Steven DiSalvo
President
Saint Anselm College

Members

Stephen B. Jones

President
Antioch University New England

Michele Perkins

President
New England College

Thomas C. Galligan

President
Colby-Sawyer College

Philip Hanlon

President
Dartmouth College

Andrew Card

President
Franklin Pierce University

Todd Leach

Kent Devereaux

President
New Hampshire Institute of Art

Ross Gittell

Chancellor
Community College System of NH

Lucille Jordan

President
Nashua Community College

Donald Birx

President
Plymouth State University

Sr. Paula Marie Buley, IHM

President
Rivier University

Steven DiSalvo

President
Granite State College

Leonida Koskos
President
Hellenic American University

Anne E. Huot
President
Keene State College

Charles F. Monahan, Jr.
President
MCPHS University

President
Saint Anselm College

Paul LeBlanc
President
Southern New Hampshire University

Mark Huddleston
President
University of New Hampshire

Todd Leach
Chancellor
University System of New Hampshire

Thomas R. Horgan, Ed.D.

Education

B.S. in History/Political Science, Minor in Business Morningside College, 1975
Magna cum Laude graduate
MPA, School of Public Administration, University of Nebraska Omaha, 1980
Drake University (post-graduate studies in higher education), 1989/1991
Ed.D, Graduate School of Education, New England College, 2014

Experience

NEW HAMPSHIRE COLLEGE & UNIVERSITY COUNCIL **1993-present**

The NHCUC is a statewide consortium of public and private higher education institutions, including Dartmouth College and the University of New Hampshire. The Council's mission includes public advocacy, collaborative programs, and innovative initiatives. The board is comprised of member college/university presidents and chancellors

President and CEO

Chief executive officer responsible for mission fulfillment, advocacy, ongoing programs and new initiatives

- Federal funding appropriation for campus technology enhancements of eight million dollars
- Learn and Serve America/AmeriCorps Grants in excess of one million dollars annually for over twenty years
- Revitalization of Council's mission and establishment as a major resource on subjects relative to higher education at both state and federal levels
- Coordination of admissions, academic affairs, career services, and library services collaborative activities among member institutions
- Serve as higher education sector representative with state and federal policy makers
- Directed efforts in founding, establishment and maintenance of Campus Compact for New Hampshire
- Co-founder of The NH Forum on the Future, a compact of business, education, and public policy makers working to leverage resources for the benefit of the state and its citizens
- Chief administrator for New Hampshire Scholars program in majority of NH high schools, securing over two million dollars in support of the program

- Instrumental in creation of New Hampshire’s 529 College Savings plan, now the fifth largest in the country with unique payment to institutions for scholarships and endowment payments for scholarship funds, exceeding ten million dollars annually
- Increased financial reserves by tenfold through grants and investments

NEBRASKA INDEPENDENT COLLEGE FOUNDATION

1987-1993

The NICF is a statewide alliance of private colleges and universities seeking annual financial support from the corporate community and engaging in public marketing to enhanced appreciation for the member institutions.

President

Leadership position responsible for directing corporate partnerships and fundraising activities on behalf of member higher education institutions

- Raised in excess of seven million dollars in financial support for member institutions
- Directed organizations first statewide public perception study for use in developing marketing campaign
- Developed strategic plan for Foundation to reposition organization to better meet the expectations of the member colleges
- Significantly increased visibility of organization among wide array of constituencies

NEBRASKA STATE SENATE

1991-1993

Elected to the Nebraska State Senate to represent Omaha’s 4th Legislative District

State Senator, District 4

- Elected Chair of Retirement Systems Committee
- Directed legislative studies and conducted hearings throughout the state
- Primary sponsor and floor manager of major legislation
- Recipient of Friend of Education Award for 1992

INTERNORTH CORPORATION (Following merger: Enron Corp)

1980-1987

A major energy corporation with operations in all fifty states

Positions:

Director, Corporate Affairs and Foundation	1986-1987
Director, State Government Relations	1983-1986
Manager, Issue Analysis/Communications	1982-1983
Research Analyst/Consultant	1980-1982

UNIVERSITY OF NEBRASKA OMAHA

1979-1980

The urban campus of the University of Nebraska with over 15,000 students

Graduate Assistant

Coordinated statewide seminar for county government officials and assisted professors in class preparation for undergraduate classes

YOUNKERS, INC

1975-1979

A regional department store with locations in six mid-western states

Merchandise Manager

Responsible for managing staff, sales and purchasing of merchandise

MEMBERSHIPS/ PROFESSIONAL ASSOCIATIONS/RECOGNITIONS

New Hampshire Commissioner, Education Commission of the States
(Gubernatorial appointment) (ECS)

Immediate Past President and Board Member National Association for Collaborative Leaders (ACL)

Delegate, New England Board of Higher Education – Past Chair, NH delegation and Member of Executive Committee (NEBHE)

Board Member, Campus Compact for New Hampshire (founding member) (CCNH)

Board Member and Treasurer, Granite State Management and Resources

Board and Executive Committee Member: National Association of Independent Colleges and Universities – State Executives (NAICUSE)

Co-Founder, New Hampshire Forum on the Future – Co-chair of Advisory Committee

Founding Administrator/Board Member/Steering Committee Member, New Hampshire Scholars

Member/Steering Committee Member, New Hampshire Coalition for Business and Education

Member, U.S Department of Commerce, District Export Council

Past Advisory Council Member, Governor's Best Schools Initiative

Past State Board Member, School-to-Work State Commission

Past Board Member, NH Health and Higher Education Finance Authority

Past Chair, Governor's Youth Council

Past Board Member, New Hampshire Workforce Opportunity Council

Education Leader for the 21st Century, Business New Hampshire Magazine

Champion of Educational Opportunity Award Recipient, New Hampshire Educational Opportunity Association

Doctorate of Law, Honorary Degree Recipient, Rivier University, 2007

Media & Publications

Author, The Role of the Consortium Director, Best Practices in Higher Education Consortia: How Institutions Can Work Together, Josey Bass, 1999.

Author, Leveraging Resources Higher Education for Workforce Development, Leveraging Resources Through Partnerships, Josey Bass, 2002

Scott C. Power

8 Hedgerow Drive, Hudson, NH 03051 • 603-475-9977 • spower@nhcuc.org

SUMMARY

Highly skilled business management professional with extensive experience in education administration, including college planning and event management. Proven ability to successfully interact with a broad range of clientele. Excellent organizational and presentation skills that consistently elicit positive feedback from clients. Personable and adaptable with a strong business sense.

PROFESSIONAL EXPERIENCE

State Scholars Initiative, The NH College & University Council (NHCUC) 2007 - present

Director, New Hampshire Scholars (2007 – present)

- Lead statewide initiative encouraging high school students to take a rigorous core course of study
- Expanded project from four pilot schools to more than 70 school districts
- Work closely with school guidance and curriculum coordinators to ensure rigorous courses and appropriate class options are available in participating districts
- Lead on-going discussions with NH Department of Education officials and the Governor's office pursuing legislative measures to sustain program longevity and success
- Serve as liaison between business partners and school coordinators
- Increased business/community partners from 18 to 400
- Successfully manage a \$300,000 federal grant budget
- Effectively write marketing materials, press releases and grant proposals (RFPs)
- Have established networks with national organizations to bring credibility and distinction to the success of the program (*College Ready New England, College Board, etc*)
- Coordinate annual convention for New Hampshire Scholar school administrators and partners
- Develop and write monthly e-newsletter distributed to hundreds of school officials and business leaders (*NH Scholars Scoop*)
- Direct College Access Team as part of the College Access Initiative providing programming and resources to underserved populations (Access Conventions, ESL Fair, Multicultural Affairs, etc)
- Successfully manage and coordinate New Hampshire Scholars web site, www.NHscholars.org
- Work directly with college admissions, career directors and Campus Compact for NH on events, projects and steering committees

Center for College Planning, The NHHEAF Network Organizations 2002 - 2007

Department Manager (2005 – 2007)

- Expanded college outreach to 95% of the public high schools in New Hampshire
- Coordinated 450 outreach programs to K-16 community in 2006-2007 academic year (35,000 individuals)
- Launched NH's FAFSA Completion Program as part of National College Goal Sunday campaign
- Managed 10 college counselors and 2 part-time assistants. Responsibilities included interviewing, training, mentoring, and evaluating
- Governed an annual \$500,000 college planning budget
- Served on NHASFAA's Finance Committee and General Council (NH Association of Student Financial Aid Administrators)
- Acted as State Coordinator for NT4CM Program (National Training for Counselors & Mentors)
- Performed as the primary contact for students and their families utilizing services
- Worked directly with college admission and financial aid counselors on special events, projects and steering committees
- Developed and led various trainings and workshops for guidance professionals annually
- Produced and implemented an extensive evaluation plan measuring department's ongoing success

Program Manager (2004 – 2005)

- Increased attendance at annual *Destination College*SM convention from 1,000 to 1,400 between '03-'06
- Coordinated all aspects of this large scale event, including: presenters, volunteers, moderators, schedule, sponsors, budget, materials, college fair and registration.
- Wrote and produced monthly college planning e-newsletter distributed to over 4,000 families and guidance counselors (*Guidance Gazette, Dean's List & Varsity Letter*)
- Managed and coordinated department's outreach calendar and counselor schedules
- Served as main point of contact for all school districts throughout NH to schedule outreach programs
- Led Homeschooling initiative for 3 consecutive years, and hosted annual Homeschool College Fair

College Counselor (2002 –2004)

- Assisted students & parents with college selection and application process
- Read and critiqued hundreds of college essays
- Performed community outreach presentations at high schools for students and parents
- Skilled in *Choices, ExPan, Access, PowerPoint, Publisher, Excel, Word, Outlook, etc.*
- Successfully coordinated *Center for College Planning* IntraNet site
- Produced numerous publications and materials for department

MEMBERSHIPS AND AFFILIATIONS

- Member of NHSCA (NH School Counselor Association)
- Member of NH Coalition for Business & Education (NHCBE)
- Serve as ex-officio member of State Scholars Board of Directors
- Member of NHCUC College Admission Director Committee
- Member of NCAN (Nat'l College Access Network) and EFC (Education Finance Council)
- President of Board of Directors for Hudson Youth Baseball, Hudson, New Hampshire

EDUCATION

Master of Education, Administration/Supervision
Antioch University New England, Keene, New Hampshire

Bachelor of Arts, Journalism

Associate in Science, Chemical Dependency
Keene State College, Keene, New Hampshire

RELATED WORK, ACTIVITIES AND INTERESTS

Alvirne High School – Hudson, NH 2002

Baseball Pitching Coach

- Proficient in player and personal development; supervised academic progress; assisted in college planning with upperclassmen. Also work player and coaches camps with Hudson Youth Baseball

Fidelity Investments – Merrimack, NH 2001 - 2002

Associate Service Trader

- Performed customer service in retirement, brokerage, and investment planning

Northern Essex Community College – Haverhill, MA 1999 - 2001

Athletic Administrator & Head Baseball Coach

- Managed entire capacity of baseball program including schedule, budget, travel arrangements, fundraising, day-to-day operations, recruiting, hiring assistants and student academic support

Keene State College – Keene, NH 1996 - 1999

Athletic Administrator & Assistant Varsity / Head JV Coach

- Developed first-ever sub-varsity program at Keene State College