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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

May 16, 2018

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with the vendors listed below, by increasing the price limitation by \$ 2,193,972.98 from \$3,015,241.76 to \$5,209,214.74, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. These contracts were originally approved on August 23, 2017 (Item # 88) and September 13, 2017 (Item# 72). 30% Federal Funds, 70% General Funds.

	<u>Vendor Code</u>	<u>FY2019</u>
Hillsborough County Dept of Corrections	177406	\$ 32,593.24
North Country Education Services (Coos' Cty ALS)	154707	\$ 161,651.24
Ascentria Community Services, Inc.	222201	\$ 142,447.09
Fuller Public Library	177407	\$ 79,200.00
International Institute of New England	177551	\$ 158,695.66
Nashua Adult Learning Center	167121	\$ 756,176.48
Second Start	177224	\$ 421,405.56
Southern New Hampshire Services-Portsmouth	177198	\$ 203,261.48
Southern New Hampshire Services-English for New Americans	177198	\$ 238,542.23

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 658,191.89
06-56-56-565010-2535-601-500931	State Fund Match	\$ 1,535,781.09
		\$ 2,193,972.98

EXPLANATION

A review was completed for year one. Based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the nine (9) contractors to provide one or more

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 16, 2018
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of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers and citizens and to transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

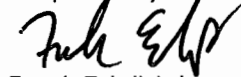
Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Hillsborough County Department of Corrections, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on ~~August 23, 2017 (Item #88)~~ ^{SLB} and September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$31,966.07 and replacing with \$ ~~32,593.24~~ (cumulative total \$64,559.31)
3. Remove Exhibit A (Scope of Service) and replace with Exhibit ~~A-1~~ (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit ~~B-1~~ (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit ~~C-1~~ (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

DO
5/14/18

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 5-21-18
Commissioner of Education Date

Hillsborough County Department of Corrections
Name of Corporation (Contractor)
By: [Signature] 4/25/18
Signature, Title Date

STATE OF New Hampshire

County of Hillsborough

On this the 25th day of April, 2018 before me, Scott W. Velazquez Commissioner, the undersigned officer, personally appeared Mr. David Dionisio, Superintendent known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

19 May 2019
Commission Expires

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Description

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served:

FY19
20

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ABE)	FY19
Teaching Staff	\$ 29,812.58
Teacher Benefits	2,280.66
Supplies	500.00
Totals	\$ 32,593.24

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$32,593.24.
2. The total of the approved budget shall not exceed \$32,593.24 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$32,593.24

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants -- Federal	\$ 9,777.97
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$22,815.27</u>
	\$32,593.24

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

Certificate of Authority

I, Paul Bergeron, Clerk/Secretary of Hillsborough County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on April 25, 2018, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on April 25, 2018.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Toni Pappas Chairman
Robert H. Rowe Vice Chairman
Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 25th day of April 20 18.

(Corporate Seal if any)

[Signature]
Clerk/Secretary

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

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On April 25, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Paul Bergeron executed the foregoing certificate.

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



[Signature]
Notary Public/Justice of the Peace



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	<i>Member Number:</i> 608	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Dewver</i>
			Date: 4/23/2018 tdewver@nhprimex.org
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and North Country Education Services, Gorham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$160,331.89 and adding \$ 161,651.24 for FY19 for a total price limitation of \$ 321,983.13.
3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

North Country Education Services
Name of Corporation (Contractor)

By: [Signature] 4/19/18
Signature Title Date

STATE OF New Hampshire

County of Coo s

On this the 19th day of April, 2018 before me, Betty A Lemelin Dube, the undersigned officer, personally appeared Lori Langlois known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

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

[Signature]
Notary Public/Justice of the Peace

Commission Expires _____

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018.

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20____

By: _____

EXHIBIT A-1

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.

- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ALS program:

FY19
60

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY19
Administrative Salary	\$ 66,447.98
Teacher Salary	3,300.00
Administrative Benefits	50,622.09
Contract Internet Service Provider	325.00
Rent	10,500.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,130.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000.00
Office Supplies	2,500.00
Professional Organization Dues	25.00
Indirect Cost	11,974.17
Totals	\$161,651.24

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$161,651.24.
2. The total of the approved budget shall not exceed \$161,651.24 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.

7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$161,651.24

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 48,495.37
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$113,155.87</u>
	\$161,651.24

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire

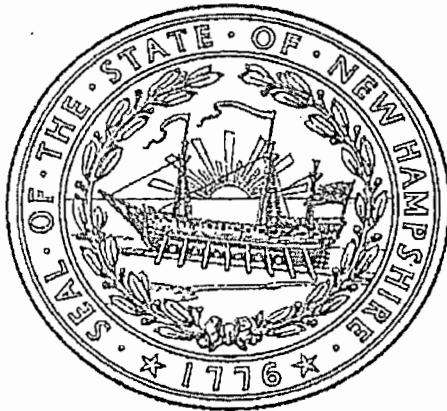
Department of State

CERTIFICATE

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

Business ID: 66448

Certificate Number : 0004084483



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Paul Bousquet, President of North Country Education Services Agency Inc do hereby certify that:

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

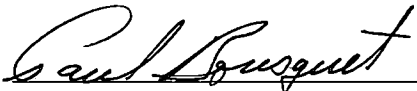
That: North Country Education Services Agency will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

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

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

Paul Bousquet, President
Cheryl Baker, Vice President
Kathleen Kelley, Treasurer/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 19th day of April, 2018.



President


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

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On April 19, 2018 before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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



Notary/Justice of the Peace

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





CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

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

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Ascentria Community Services, Inc., Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

Handwritten initials and date: 5/11/18

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$197,786.15 and replacing with \$ 142,447.09 (cumulative total \$ 340,233.24)
3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

Ascentria Community Services
Name of Corporation (Contractor)

By: [Signature] Executive 5/3/2018
Signature, Title Vice President Date

STATE OF New Hampshire

County of Merrimack

On this the 3rd day of May, 2018 before me, Patricia M. Gerhart, the undersigned officer, personally appeared Tim Johnstone 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.

Patricia M. Gerhart
Notary Public/Justice of the Peace

Nov. 18, 2020
Commission Expires

Approved as to form, substance and execution by the Attorney General this 13th day of May, 2018.

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Ascentria Community Services, Inc. will be provided at the Immaculate Heart of Mary on Loudon Road in Concord. Students receiving services will be from the City of Concord and its surrounding communities.

Ascentria Community Services, Inc. in Concord will provide the following services:

Project Descriptions

Project 1: English as a Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ESL program:

FY19
90

Project 2: Integrated Education & Training

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - Adult Education and Literacy Activities
 - Workforce preparation activities
 - Occupationally-specific workforce training activities
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis..
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18. Students without a social security number will be aided during the program to apply for a social security number. Students who fail to provide a social security number will be indicated in the data system.

Anticipated number of students served:

FY19
25

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$1,087.45
Teaching Staff	68,016.00
Administrative Benefits	304.48
Teacher Benefits	19,044.48
Professional Audit Services	400.00
Repairs & Maintenance	3,000.00
Rent	10,500.00
Insurance	900.00
Telephone	2,400.00
Postage	212.73
Travel	1,310.40
Books & Information	1,800.00
Workbooks & Printed Materials	1,800.00
Office Supplies	420.00
Dues & Fees	120.00
Indirect Cost	11,131.55
Totals	\$122,447.09

ESTIMATED PROJECT 2 (IET)	FY19
Administrative	\$ 325.00
Teaching Staff	11,902.50
Administrative Benefits	91.00
Teacher Benefits	3,332.70
Professional Audit Services	50.00
Repairs & Maintenance	144.00
Rent	660.00
Insurance	84.00
Telephone	240.00
Postage	60.00
Travel	312.61
Books & Information	400.00
Workbooks & Printed Media	400.00
Office Supplier	120.00
Dues & Fees	60.00
Indirect Cost	1,818.18
Totals	\$ 20,000.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$142,447.09
2. The total of the approved budget shall not exceed \$142,447.09 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$142,447.09

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

		<u>FY 2019</u>
06-56-56-565010-2535-072-500575	Grants – Federal	\$ 42,734.13
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 99,712.96</u>
		\$142,447.09


Contractor Initials: 
Date: 5/3/2018

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire

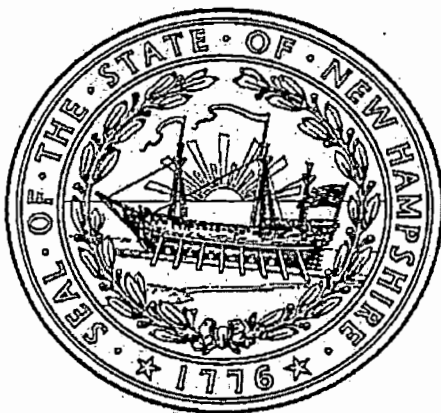
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. 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: 652197

Certificate Number : 0004090730



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elena Garcias-Ketnouvong, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on September 29, 2016:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

- Angela Bovill President
- Tim Johnstone Executive Vice President
- Dana Ramish Executive Vice President
- James Coyle Executive Vice President
- Nicholas Russo Treasurer
- Elena Garcias-Ketnouvong Clerk

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3 day of May, 2018.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elena Garcias-Ketnouvong
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

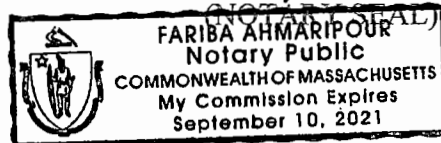
County of Worcester

The forgoing instrument was acknowledged before me this 3th day of May, 2018.

By Elena Garcias-Ketnouvong
(Name of Elected Officer of the Agency)

Fariba Ahmaripour
(Notary Public/Justice of the Peace)

Commission Expires: 9/10/2021
NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal



July 1, 2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: thousman@hayscompanies.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Companies 92535 INSURER B: Philadelphia Indemnity Ins Co 18058 INSURER C: Employers Insurance Company of 21458 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					10/1/2017	10/1/2018
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				10/1/2017	10/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 On behalf of Ascentria Community Services, Inc.

CERTIFICATE HOLDER NH Department of Education Bureau of Adult Education 21 South Fruit Street Suite 20 Concord, NH 03301	CANCELLATION 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 James Hays/TROTHER
----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Fuller Public Library, Hillsboro, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and ~~September 13, 2017, (Item #72)~~ ^{sub} hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$83,309.24 and replacing with \$ 79,200.00 (cumulative total \$ 162,509.24)
3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

sg 5/11/18

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

Fuller Public Library - Project LIFT
Name of Corporation (Contractor)

By: [Signature] Director 5/3/18
Signature, Title Date

STATE OF New Hampshire

County of Hillsborough

On this the 3 day of May, 2018 before me, Nancy Jones, the undersigned officer, personally appeared Samantha Gallo known to me (or satisfactory proof) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

9-17-19
Commission Expires



Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018.

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services for Hillsborough Project LIFT will be provided at the Fuller Public Library at 29 School Street in Hillsborough as well as at public libraries throughout the service area. Students receiving services are from Deering, Henniker, Hillsboro, Stoddard, Windsor, Washington, Antrim, Bennington, Frankestown and Peterborough.

Fuller Public Library, through Project LIFT, will provide the following services:

Project Descriptions

Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.

- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ALS program:

FY19
50

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY19
Administrative	\$37,500.00
Teaching Staff	13,920.00
Administrative Benefits	24,807.22
Teacher Benefits	1,064.88
Telephone	540.00
Internet	1,079.90
Printing	180.00
Workbooks & Printed Mediar	108.00
Totals	\$79,200.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$79,200.00
2. The total of all approved budgets within this contract period shall not exceed \$79,200.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$79,200.00

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$23,760.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$55,440.00</u>
	\$79,200.00

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.



Please respond to the Hillsborough office

April 23, 2018

Attorneys at Law
Russell F. Hilliard
James F. Raymond
Barton L. Mayer
Charles W. Grau
Heather M. Burns
Lauren Simon Irwin
Justin C. Richardson
Michael S. McGrath*
Peter W. Leberman
Jeanne S. Saffan**
Sabrina C. Beavens***
Susan Aileen Lowry
Nathan C. Midolo****
Michael P. Courtney*
Brooke Lovett Shilo

To Whom It May Concern:

Re: Project LIFT

Project LIFT is an entity operating under the auspices of the Town of Hillsborough and the Fuller Public Library. Its purpose is to provide free literacy services to the most undereducated and underserved people in the greater Hillsborough area and surrounding towns. The Town of Hillsborough is the financial agent for Project LIFT; therefore, it is not a registered non-profit corporation with the Secretary of State of the State of New Hampshire.

Of Counsel
Douglas S. Hatfield
Gary B. Richardson
John F. Teague
Thomas W. Morse

Concord Office
10 Centre Street
PO Box 1090
Concord, NH
03302-1090
603-224-7791
1-800-640-7790
Fax 603-224-0320

Hillsborough Office
8 School Street
PO Box 13
Hillsborough, NH
03244-0013
603-464-5578
1-800-672-1326
Fax 603-464-3269

Portsmouth Office
159 Middle Street
Portsmouth, NH 03801
603-436-7046
1-877-436-6206
Fax 603-369-4645

Of Counsel Firms
Tower, Crocker & Smith, PA
Jaffrey, NH
Blodgett, Makechnie &
Lawrence, PLLC
Peterborough, NH

www.uptonhatfield.com
law@uptonhatfield.com

* Also admitted in MA

** Also admitted in MA & NY

*** Also admitted in MA & FL

**** Admitted only in MN

Very truly yours,

Peter W. Leberman
pleberman@uptonhatfield.com

PWL/dew

Certificate of Authority

1) I, Philip Daley, Chairperson of the Fuller Public Library Board of Trustees maintain that I have custody of and have examined and approved the documents in accordance to the grant agreement between Fuller Library Project LIFT Literacy Program and NH Department of Education, Bureau of Adult Education. All operations are examined by the Library Board of Trustees, including all financial statements. Trustee and signature of Samantha Gallo, Library Director, accompany any legal and/or financial documents in regard to the operations of Project LIFT. Chairperson of the Board of Trustees and Library Director have the authority to execute and sign any and all agreements between Project LIFT and NH Bureau of Adult Education.

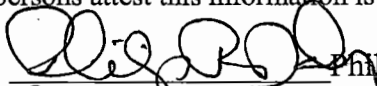

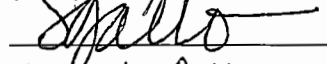

2) As Trustee Chairperson, I testify that Fuller Library adheres to all assurances rules and regulations required by the State of New Hampshire, Bureau of Adult Education, 21S. Fruit Street, Concord, NH 03301.

3) All documents regarding the Department of Education grant to the Fuller Library were examined and approved by the Library Trustees at a meeting on May 1, 2018. It is the Board of Trustees understanding that:

Fuller Library Project LIFT Adult Learner Services will enter into an agreement with the NH Department of Education to provide ABE, HiSET preparation, ESL, and college and career transition educational services to individuals most in need in the greater Hillsborough area.

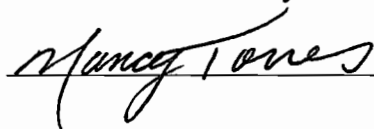
4) The Town of Hillsborough, NH serves as fiscal agent for Fuller Public Library and Project LIFT Adult Learner Services. All financial records are audited each fiscal year.

5) The following persons attest this information is complete and true:


Philip Daley, Trustee Chair

Laura G. Buono, Town Administrator

Samantha Gallo, Library Director

Lauralee Lamonoco, Financial Admin.

On May 3, 2018, before the undersigned officer, appeared to have the authority to execute and authorize this certificate.

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



Notary Public





CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Town of Hillsborough PO Box 7 Hillsborough, NH 03244		<i>Member Number:</i> 200		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2018	1/1/2019	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident		\$2,000,000
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
State of New Hampshire Department of Education 21 South Fruit St, Ste 20 Concord, NH 03301			Date: 4/23/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**+AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and International Institute of New England, Inc., Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$848,128.47 and replacing with cumulative price limitation of \$ **1,006,824.13**
3. Remove Exhibit A (Scope of Service) and replace with Exhibit **A-1** (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit **B-1** (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit **C-1** (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

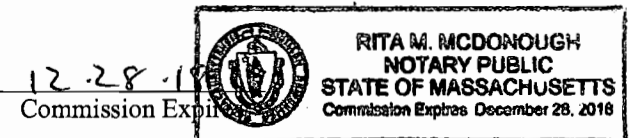
International Institute of New England
Name of Corporation (Contractor)
By: [Signature] Pres-LBO, 5/7/18
Signature, Title Date

STATE OF MA
County of Suffolk

On this the 7th day of May, 2018 before me, Rita M. McDonough, the undersigned officer, personally appeared Jeffrey Thielman known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace



Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 470 Pine Street Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

International Institute of New England in Manchester will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as “speaking English less than ‘very well’” or “without US citizenship” from US Census’s American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.

- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ESL program:

FY19
85

Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as “speaking English less than ‘very well’” or “without US citizenship”, without a high school diploma or those who are unemployed from US Census’s American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - Adult Education and Literacy Activities
 - Workforce preparation activities
 - Occupationally-specific workforce training activities
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis..
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18. Students without a social security number will be aided during the program to apply for a social security number. Students who fail to provide a social security number will be indicated in the data system.

Anticipated number of students served in the IET program:

FY19
25

Project 3: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census’s American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
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Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served in the IELCE program:

FY19
25

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$ 15,071.68
Teaching Staff	68,877.47
Administrative Benefits	3,466.49
Teacher Benefits	15,841.82
Cleaning Services	800.00
Rent	7,500.00
Rental of Equipment	250.00
Telephone	1,500.00
Advertising	120.00
Travel	102.98
Office Supplies	600.00
Indirect Cost	11,413.04
Totals	\$125,543.48

ESTIMATED PROJECT 2 (IET)	FY19
Administrative	\$ 9,030.59
Teaching Staff	4,140.15
Administrative Benefits	2,077.04
Teacher Benefits	952.23
Cleaning Services	200.00
Rent	1,250.00
Telephone	400.00
Office Supplies	131.82
Indirect Costs	1,818.17
Totals	\$ 20,000.00

ESTIMATED PROJECT 3 (IELCE)	FY19
Administrative	\$ 2,402.76
Teaching Staff	6,041.57
Administrative Benefits	552.63
Teacher Benefits	1,389.56
Cleaning Services	200.00
Rent	770.00
Telephone	400.00
Office Supplies	200.00
Indirect Cost	1,195.65
Totals	\$13,152.18

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$158,695.66.
2. The total of the approved budget shall not exceed \$158,695.66 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$158,695.66

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 47,608.70
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$111,086.96</u>
	\$158,695.66

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire

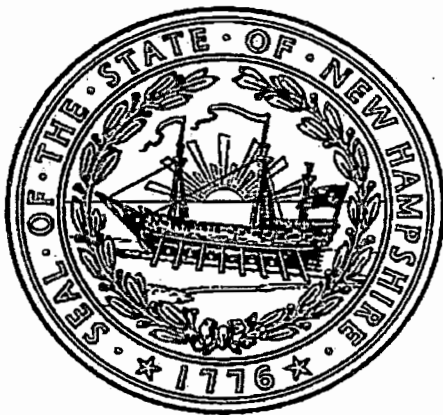
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. 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: 739194

Certificate Number: 0004091330



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, William Krause, Clerk/Secretary of International Institute of New England, Inc., do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on June 22, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: International Institute of New England, Inc. will enter into a contract with the NH Department of Education to provide English as a Second Language, Integrated Education & Training, and Integrated English Literacy and Civics Education. This resolution shall remain in effect until specifically revoked.

That: The International Institute of New England, Inc.'s Board of Directors has named Jeffrey Thielman as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on December 5, 2017.
- (5) The foregoing resolution(s) and by-laws are in full force and effect, un-amended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Jeffrey Thielman, President and CEO

Rita McDonough, CFO

Alexandra Weber, Chief Program Officer

William Krause, Secretary/Clerk

Deborah Shufrin, Assistant Secretary/Clerk

Zoltan Csimma, Board Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Clerk/Secretary of the Corporation this 7th day of May 20 18.

(Corporate Seal if any)



Clerk/Secretary

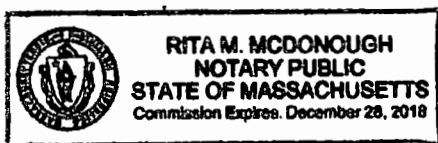
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

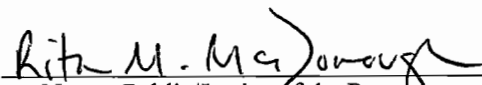
STATE OF MASSACHUSETTS

COUNTY OF Suffolk

On May 7, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Assistant Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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





Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

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

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


PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Insurance Company 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED International Institute of New England, Inc. 2 Boylston Street, Ste. 3 Boston, MA 02116		

COVERAGES **CERTIFICATE NUMBER: W6115530** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				05/05/2018	05/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				05/05/2018	05/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property Business Income/Extra Expense				05/05/2018	05/05/2019	\$399,616 \$3,225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER NH Department of Education 21 South Fruit Street, Suite #20 Concord, NH 03301	CANCELLATION 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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INTEINS-05

DKULICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2018

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

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

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200	FAX (A/C, No): (781) 792-3400	
	E-MAIL ADDRESS: 		
INSURED International Institute Of New England, Inc. 2 Boylston Street, 3rd floor Boston, MA 02116	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Company of America		25674
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		10/01/2017	10/01/2018	PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Education 21 South Fruit Street, Suite #20 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

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Nashua Adult Learning Center, Nashua, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$827,870.45 and replacing with cumulative price limitation of \$ 1,584,046.93.
3. Remove Exhibit A (Scope of Service) and replace with Exhibit **A-1** (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit **B-1** (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit **C-1** (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

Nashua Adult Learning Center, Inc.
Name of Corporation (Contractor)

By: Carol J. Baldwin, Exec Dir May 4, 2018
Signature, Title Date

STATE OF NH

County of Hillsborough

On this the 4 day of May, 2018, before me, Marie Elaine Hendra the undersigned officer, personally appeared Carol J. Baldwin known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

MARIE-ELAINE HENDRA
Justice of the Peace - New Hampshire
My Commission Expires July 2, 2019
Commission Expires

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brookline.

Nashua Adult Learning Center in Nashua will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board, Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ABE program:

FY19
273

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as “speaking English less than ‘very well’” or “without US citizenship” from US Census’s American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ESL program:

FY19
840

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ALS program:

FY19
150

Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.

- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served:

FY19
180

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 57,510.74
Counseling Staff	22,828.00
Teaching Staff	154,751.76
Administrative Benefits	19,882.40
Counseling Benefits	6,125.00
Teacher Benefits	22,453.44
Repairs & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Travel	1,980.00
Energy Utilities	23,400.00
Books & Information	21,600.00
Indirect Cost	33,611.13
Totals	\$ 369,722.47

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 38,036.28
Teaching Staff	129,373.74
Administrative Benefits	1,105.50
Teacher Benefits	14,877.98
Repair & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Energy Utilities	22,200.00
Books & Information	18,000.00
Indirect Cost	22,917.35
Totals	\$252,090.85

ESTIMATED PROJECT 3 (ALS)	FY19
Administrative	\$36,000.00
Administrative Benefits	4,619.55

Telephone	500.00
Postage	500.00
Travel	500.00
Energy Utilities	5,000.00
Books & Information	2,100.00
Totals	\$49,219.55

ESTIMATED PROJECT 4 (IELCE)	FY19
Counseling Staff	\$22,828.00
Teaching Staff	37,399.20
Counseling Benefits	6,125.22
Teacher Benefits	4,300.86
Energy Utilities	4,500.00
Books & Information	2,250.00
Indirect Cost	7,740.33
Totals	\$85,143.61

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$756,176.48.
2. The total of the approved budget shall not exceed \$756,176.48 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.

8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$756,176.48.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System. Programs are monitored monthly by the Bureau of Adult Education.

Funding Source:

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$226,852.94
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$529,323.54</u>
	\$756,176.48

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.



Learn. Grow. Thrive.

CERTIFICATE OF AUTHORITY

I, Carol Kreick, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following is a true and complete copy of the resolution adopted by Written Consent of the Board of Directors of the corporation effective April 27, 2018 which consent was obtained in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
5. The following persons lawfully occupy the offices indicated below:

Alvin Oasan	President
Mary DeRoche	Vice President
Carol Kreick	Secretary
Chad Theroux	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 4 day of May, 2018.

Carol Kreick
Secretary – Carol Kreick

(Corporate Seal, if any)

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On May 4, 2018, before me the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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

MARIE-ELAINE HENDRA
Justice of the Peace - New Hampshire
My Commission Expires July 2, 2019

Marie Elaine Hendra
Justice of the Peace/Notary Public

NASHUA ADULT LEARNING CENTER, INC.

Unanimous Written Consent of Board of Directors

Effective Date: April 27, 2018

The undersigned, being all of the Directors of the Nashua Adult Learning Center, Inc., pursuant to the provisions of New Hampshire law, hereby (i) waive all requirements of notice of a meeting, (ii) consent to the adoption of the following votes and the taking of the actions contemplated thereby for, and in the name and on behalf of, the Nashua Adult Learning Center, Inc., without a meeting, and (iii) agree that said votes shall have the same purpose and effect as if duly adopted at a meeting of the Board of Directors held for the purpose.

APPROVAL OF EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS WITH STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION

VOTED: To authorize the Executive Director, Carol Baldwin, to enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This resolution shall remain in force until specifically revoked.

CONSENT IN SEPARATE COUNTERPARTS

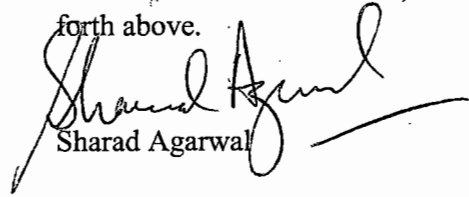
VOTED: That this consent may be executed in more than one counterpart, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument; and

FILING VOTE

VOTED: To direct that this consent be filed with the minutes of the meetings of the Board of Directors of the Nashua Adult Learning Center, Inc

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this consent as the date first set forth above.


Sharad Agarwal

Kathleen Allen

Sharon Cowen

Sharon Dalton

Mary DeRoche

Rachel Guill

Carol Kreick

Doreen Manetta

Jay Nannicelli

Alvin Oasan

Janeth Orozco Sanchez

Michael Sheahan

Caryl Sullivan

Chad Theroux

Brenda Van Hirtum

Ryan Warren

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Sharon Cowen

Sharon Dalton

Sharon Cowen

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Ryan Warren

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Sharad Agarwal

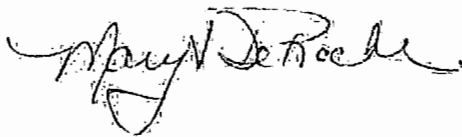
Kathleen Allen

Sharon Cowen

Sharon Dalton

Mary DeRoche

Rachel Guill

A handwritten signature in cursive script that reads "Mary DeRoche".

Carol Kreick

Doreen Manetta

Jay Nannicelli

Alvin Oasan

Janeth Orozco Sanchez

Michael Sheahan

Caryl Sullivan

Chad Theroux

Brenda Van Hirtum

Ryan Warren

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Alvin Oasan

Janeth Orozco Sanchez

Michael Sheahan


Caryl Sullivan 4-23-18

Chad Theroux

Brenda Van Hirtum

Ryan Warren

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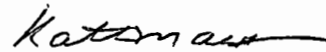
Chad Theroux


Brenda Van Hirtum

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Brenda Van Hirtum

Ryan Warren

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Doreen Manetta

Alvin Ousan

Michael Sheahan

Chad Theroux

Ryan Warren

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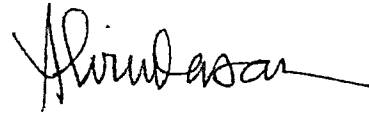
Mary DeRoche

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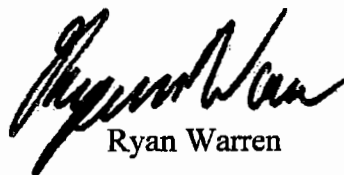
Janeth Orozco Sanchez

Michael Sheahan

Caryl Sullivan

Chad Theroux

Brenda Van Hirtum



Ryan Warren

State of New Hampshire

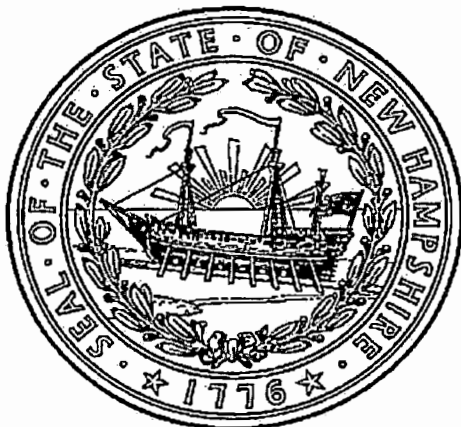
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. 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: **61851**

Certificate Number: **0004085516**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2018

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: kgutekunst@eatonberube.com	FAX (A/C, No): 603-886-4230	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NASAD Nashua Adult Learning Center Inc. 4 Lake Street Nashua NH 03060	INSURER A : Hanover Insurance		
	INSURER B : Eastern Alliance Insurance Group		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 806964831 **REVISION NUMBER:**

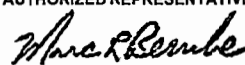
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Dishone GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y			5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liabil \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY				5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0				5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability Employment Practices Liability Fiduciary Liability				5/1/2018	5/1/2019	\$1,000,000 \$1,000,000 \$1,000,000

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

Education services and child care.
Employee Dishonesty Limit \$100,000.

CERTIFICATE HOLDER**CANCELLATION**

Department of Education 21 South Fruit Street, Suite #20 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 
---------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$409,557.97 and replacing with a total cumulative price limitation of \$ ~~330,963.53~~
3. Remove Exhibit A (Scope of Service) and replace with Exhibit ~~A-1~~ (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit ~~B-1~~ (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit ~~C-1~~ (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

SECOND START
Name of Corporation (Contractor)
By: [Signature] 5/2/18
Signature, Title Date

STATE OF New Hampshire
County of Merrimack

On this the 2 day of May, 2018 before me, Worothy Fournier, the undersigned officer, personally appeared James Snodgrass 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.
Worothy Fournier
Notary Public/Justice of the Peace

9/13/2012
Commission Expires

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Second Start will be provided from their building at 17 Knight Street in Concord, but will also be available at the Merrimack County House of Corrections and in students' home. Students receiving services will be from the City of Concord and twenty-eight surrounding communities.

Second Start in Concord will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ABE program:

FY19
60

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ESL program:

FY19
95

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the

high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018	2018-2019
Employment (second quarter after exit)	Baseline	Baseline
Employment (fourth quarter after exit)	Baseline	Baseline
Median Earnings	Baseline	Baseline
Credential Attainment Rate	Baseline	Baseline
Measurable Skills Gains	Baseline	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ALS program:

FY19
70

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 44,940.40
Counseling Staff	9,515.50
Teaching Staff	25,895.63
Administrative Benefits	7,481.47
Counseling Benefits	829.70
Teacher Benefits	2,304.75
Professional Services – IT Services	3,119.00
Water	224.04
Disposal Services	594.00
Snow Plowing Services	462.00
Repairs & Maintenance	4,229.04
Insurance	756.00
Telephone	387.00
Postage	210.00
Advertising	537.96
Energy Utilities	1,688.04
Books & Information	1,600.00
Supplies	1,067.00
Depreciation	7,965.96
Indirect Cost	11,380.75
Totals	\$ 125,188.24

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 61,512.80
Counseling Staff	18,768.00
Teaching Staff	38,894.38
Administrative Benefits	11,058.73
Counseling Benefits	1,727.07
Teacher Benefits	3,597.32
IT Services	3,898.00
Water, Sewer	374.00
Disposal Services	990.00
Snow Plowing Services	771.00
Repairs & Maintenance	6,349.00
Insurance	1,260.00
Telephone	645.00
Postage	350.00
Advertising	806.00
Energy Utilities	2,814.00

Supplies	3,202.00
Books & Information	1,600.00
Depreciation	7,966.00
Indirect Cost	16,658.33
Totals	\$183,241.63

ESTIMATED PROJECT 3 (ALS)	FY19
Administrative	\$ 9,001.20
Teaching Staff	55,055.00
Administrative Benefits	2,048.95
Teacher Benefits	18,120.02
IT Services	780.00
Water/Sewer	102.00
Disposal Services	270.00
Snow Plowing Services	201.00
Repairs & Maintenance	2,960.00
Insurance	1,855.00
Telephone	553.00
Postage	980.00
Advertising	336.00
Travel	1,000.00
Energy Utilities	767.00
Books & Information	2,500.00
Consumables	1,984.00
Depreciation	4,192.00
Indirect Cost	10,270.52
Totals	\$112,975.69

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$ 421,405.56.
2. The total of the approved budget shall not exceed \$421,405.56 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond

one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$421,405.56.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575	Grants – Federal	<u>FY 2019</u> \$126,421.67
06-56-56-565010-2535-601-500931	State Fund Match	\$294,983.89
		\$421,405.56

EXHIBIT C

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire

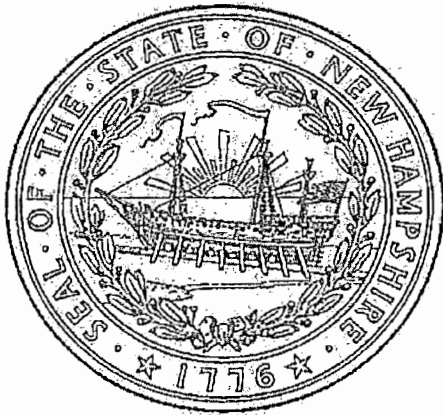
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173

Certificate Number : 0004087638



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, George Pangakis, Clerk/Secretary of Second Start do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Board of Directors of Second Start on April 30, 2018. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide Adult Basic Education, English as a Second Language, and Adult Learner Services. This resolution shall remain in effect until specifically revoked.

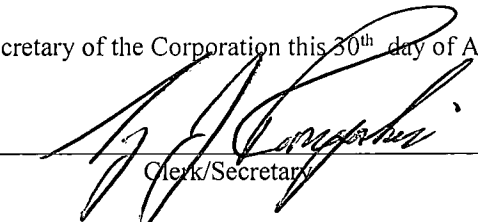
Second Start's Board of Directors has named James Snodgrass as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

- Dodd Griffith, President
- James Snodgrass, Executive Director
- Matt Nadeau, Vice President
- George Pangakis, Secretary
- Tom Painchaud, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 30th day of April, 2018.

(Corporate Seal if any)



Clerk/Secretary

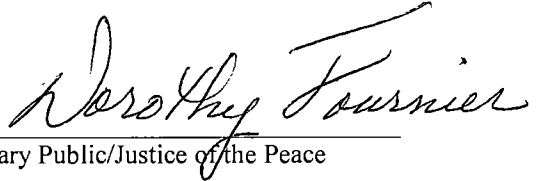
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE,

COUNTY OF Merriamack

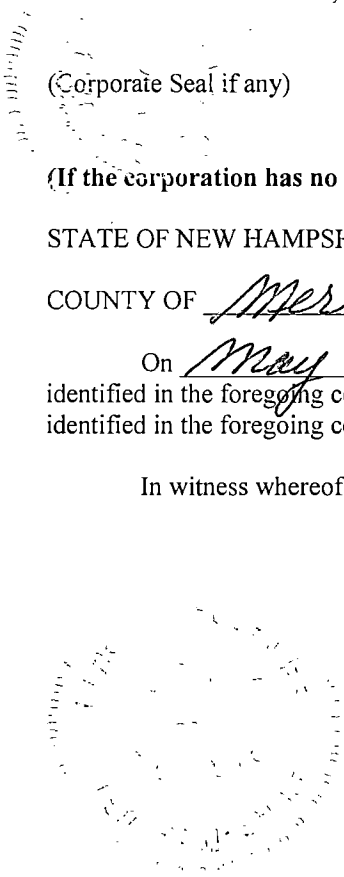
On May 2, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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



Notary Public/Justice of the Peace

DOROTHY FOURNIER
Notary Public - New Hampshire
My Commission Expires September 13, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2018

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

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

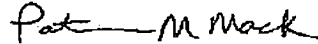
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS: pat@esinsurance.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great American Ins Group	NAIC #
INSURED		INSURER B: Technology Insurance Co	42376
Second Start 17 Knight Street Concord NH 03301		INSURER C: United States Fire Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY				12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				12/31/2017	12/31/2018	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Accident Policy				12/31/2017	12/31/2018	Accident Med Expense	\$50,000

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

CERTIFICATE HOLDER		CANCELLATION	
NH of Dept of Education Bureau of Adult Education 21 South Fruit St, Suite 20 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 	

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**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services, Inc. Portsmouth, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and ~~September 13, 2017, (Item #72)~~ ^{5/14/18} hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$185,975.94 and replacing with \$ 203,261.48 (cumulative total \$ 389,237.92)
3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 5-21-18
Commissioner of Education Date

Southern New Hampshire Services
Name of Corporation (Contractor)

By: [Signature] May 2-2018
Donnalee Lozeau, Ex. Dir. Date

STATE OF New Hampshire

County of Hillsborough

On this the 2nd day of May, 2018 before me, Debra Stohrer, the undersigned officer, personally appeared Donnalee Lozeau known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020
Commission Expires

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the City of Portsmouth and its surrounding areas including Newington, New Castle, Rye and Greenland.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ABE program:

FY19
27

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
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- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in ESL program:

FY19
85

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 6,500.00
Counseling Staff	9,975.00
Teaching Staff	27,776.98
Administrative Benefits	2,349.14
Counseling Benefits	4,481.73
Teacher Benefits	2,472.13
Rent	4,200.00
Telephone	120.00
Postage	75.00
Printing	300.00
Travel	200.00
Supplies	1,000.00
Books & Information	1,375.00
Indirect Cost	5,717.55
Totals	\$ 66,542.53

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 8,500.00
Counseling Staff	29,925.00
Teaching Staff	44,278.71
Administrative Benefits	3,071.95
Counseling Benefits	13,445.17
Teacher Benefits	3,940.79
Rent	12,600.00
Telephone	360.00
Postage	225.00
Printing	900.00
Travel	600.00
Supplies	3,000.00
Books & Information	4,125.00
Indirect Cost	11,747.33
Totals	\$136,718.95

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$203,261.48.

2. The total of the approved budget shall not exceed \$203,261.48 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$203,261.48

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 60,978.44
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$142,283.04</u>
	\$203,261.48

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 2. Annual review and update of Services, Budget and any corrective action plan.
 3. Available funding.
 4. Agreement of the parties.
 5. Approval of the Governor and Council
3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire

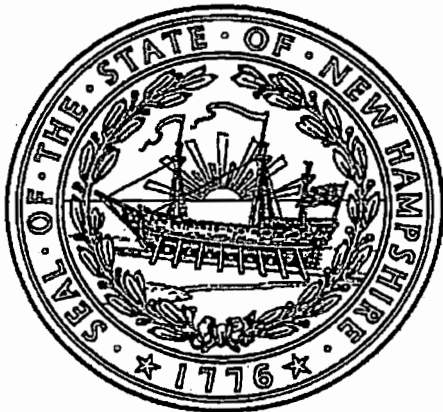
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 65506

Certificate Number : 0004073347



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 9, 2017
(Date)

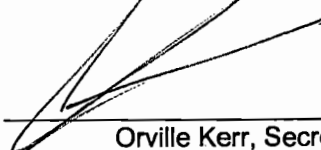
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any 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 forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2nd day of May, 2018.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

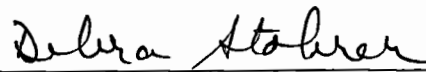

Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 2nd day of May, 2018.

By Orville Kerr
(Name of Elected Officer of the Agency)


Notary Public

(NOTARY SEAL)

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866)841-4600 FAX (A/C, No): (603)622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 00258 INSURER B: Eastern Alliance Insurance Group 012115 INSURER C: Lloyds of London Insurance 048946 INSURER D: Philadelphia Insurance 003616 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI <input checked="" type="checkbox"/> Professional Liability				12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Crime: 250,000 limit							
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Pollution Liability				01/24/2018	01/24/2019	Each Occurrence Limit 1,000,000 Aggregate Limit 1,000,000	

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

Workers Comp: 3A State: NH, ME
Additional Insurance:
Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1304210 Effective 12/2/2017-12/2/2018 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER

NH Department of Education Bureau of Adult Education
21 South Fruit St, Ste 20

Concord NH 03301

CANCELLATION

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
M. P. [Signature]

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**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services, Inc. (English for New Americans), Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item #88) and ~~September 13, 2017, (Item #72)~~ ^{SUS} hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019. by 5/14/18
2. Amend Section 1.8 by removing \$243,336.47 and replacing with \$ 238,542.23 (cumulative total \$ 481,878.70)
3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Paul Edif 5-2-18
Commissioner of Education Date

Southern New Hampshire Services
Name of Corporation (Contractor)

By: Donnalee Lozeau May 2, 2018
Executive Director Date

STATE OF New Hampshire

County of Hillsborough

On this the 2nd day of May, 2018 before me, Debra Stohrer, the undersigned officer, personally appeared Donnalee Lozeau 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.

Debra Stohrer
Notary Public/Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Approved as to form, substance and execution by the Attorney General this 23rd day of May, 2018.

Mary J. O.
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Southern New Hampshire Services (English for New Americans) will be provided at the First Congregational Church at 508 Union Street in Manchester. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

English for New Americans in Manchester, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as “speaking English less than ‘very well’” or “without US citizenship” from US Census’s American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
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- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
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Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

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- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
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Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ESL Program:

FY19
270

Project 2: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.

- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Anticipated number of students served in the ALS program:

FY19
45

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$ 19,376.45
Teaching Staff	118,789.85
Administrative Benefits	4,607.96
Teacher Benefits	10,572.18
Rent	6,000.00
Telephone	420.00
Internet	1,500.00
Postage	250.00
Printing	600.00
Travel	300.00
Payroll Services	997.50
Office Supplies	2,400.00
Workbooks & Printed Media	3,347.50
Training	750.00
Indirect Cost	15,971.67
Totals	\$ 185,883.11

ESTIMATED PROJECT 2 (ALS)	FY19
Administrative	\$35,499.98
Administrative Benefits	3,159.50
Rent	5,000.00
Telephone	375.00
Postage	200.00
Advertising	1,000.00
Printing	150.00
Travel	500.00
Office Supplies	1,000.00
Books & Information	1,250.00
Indirect Cost	4,524.64
Totals	\$52,659.12

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$238,542.23.
2. The total of the approved budget shall not exceed \$238,542.23 without written modification signed by the parties to this agreement and approved by the Governor and Council.

3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$238,542.23

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 71,562.67
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$166,979.56</u>
	\$238,542.23

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

State of New Hampshire

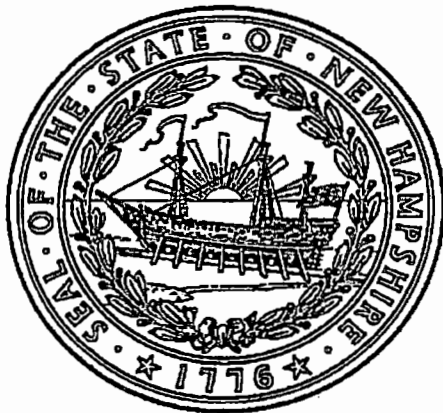
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 65506

Certificate Number : 0004073347



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 9, 2017
(Date)

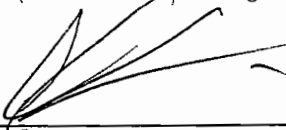
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any 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 forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2nd day of May, 2018.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 2nd day of May, 2018.

By Orville Kerr
(Name of Elected Officer of the Agency)



Notary Public

(NOTARY SEAL)

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

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

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

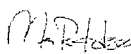
PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866)841-4600 FAX (A/C, No): (603)622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	NAIC # 00258
		INSURER B: Eastern Alliance Insurance Group	012115
		INSURER C: Lloyds of London Insurance	048946
		INSURER D: Philadelphia Insurance	003616
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Crime: 250,000 limit				12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A		12/31/2017	12/31/2018	<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
C	Pollution Liability				01/24/2018	01/24/2019	Each Occurrence Limit 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Comp: 3A State: NH, ME
 Additional Insurance:
 Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1304210 Effective 12/2/2017-12/2/2018 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER NH Department of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord NH 03301	CANCELLATION 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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7293

Frank Edelblut
Commissioner



Paul Leather
Deputy Commissioner

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

August 24, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$ 222,277.07 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 30% Federal Funds, 70% State Funds.

	<u>Vendor Code</u>	<u>FY2018</u>
Holy Cross Family Learning Center	280545	\$30,000.00
Hillsborough County Dept of Corrections	177406	\$31,966.07
North Country Education Services (Coos Cty ALS)	154707	<u>\$160,311.00</u>
	TOTAL:	\$222,277.07

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 66,683.10
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 155,593.97</u>
		\$ 222,277.07

EXPLANATION

Approval of this request will allow the three (3) contractors to provide one of the following adult education and literacy programs: Adult Basic Education, Adult Learner Services, and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 24, 2017
Page 2

students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Funds were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

Attachment A

A request for adult education and literacy activities proposals operating under the Workforce Innovation and Opportunities Act of 2014 (WIOA), Title II, for the term of three (3) years was released on February 24, 2017. The notice was published in the Union Leader on February 24, 2017, posted on the NH Department of Education's website, and sent electronically to any party expressing an interest in submitting an application.

In accordance with WIOA, only applications submitted by eligible providers were granted funding. WIOA defines an eligible provider as:

The term "eligible provider" means an organization that has **demonstrated effectiveness** in providing adult education and literacy activities that may include—

- (A) a local educational agency;
- (B) a community-based organization or faith-based organization;
- (C) a volunteer literacy organization;
- (D) an institution of higher education;
- (E) a public or private nonprofit agency;
- (F) a library;
- (G) a public housing authority;
- (H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
- (I) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and
- (J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following WIOA-required criteria:

- **Responsiveness to Regional Needs:** How well does the proposed program meet the educational, economic, and social/cultural needs of the local region?
- **Serving the Most in Need:** How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- **Service Delivery Format and Schedules:** How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- **Proposed Curricula and Contextualized Instruction:** How well does the proposed program provide curricula designed to meet the needs of the participants, especially through contextualized instruction?
- **Alignment with the State Workforce Plan:** How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- **Intensity, Quality and Best Practices:** How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- **Integration of Technology Services and Digital Systems:** How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- **Meeting Program Outcomes:** How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- **Reporting:** How well does the proposed program collect, store, enter, and analyze students and program data?
- **Implementation Timeline:** Will the proposed program be positioned to start by September 15, 2017?
- **Budget and Budget Narrative:** How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
Composite Technical Score	Eligible Provider with Demonstrated Effectiveness	200
	Operational Capacity	100
	Total Composite Technical Score (Minimum 150)	300
Program Design	Responsiveness to Regional Needs	50
	Serving the Most in Need	100
	Service Delivery Format and Schedules	75
	Proposed Curricula and Contextualized Instruction	50
	State Workforce Board Alignment	75
	Intensity, Quality and Best Practices of Program	100
	Integration of Technology Services and Digital Systems	50
	Meeting Program Outcomes	50
	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
TOTAL SCORE (Minimum of 500)		1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS		ABE	ESL	ALS
Belknap	1	1		Hillsborough	2	3	3
Carroll			1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos			1	Strafford	1	1	1
Grafton			3	Sullivan	1	*	

* Due to low numbers, ESL services are provided under the ABE grant.

Attachment B

Evaluation Scoring and Funding Recommendations

Key

- The 3 digit number is the Average Evaluation Score for the application
- NRF means Not Recommended for Funding
- A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack		908		900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682			\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough					700	\$ 30,000.00
International Institute of New England	Hillsborough		948		950	935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750		956	\$ 827,870.45
North Country Education Services	Coos			640			\$ 160,331.89
Second Start	Merrimack	857	940	788			\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880				\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough		793	738			\$ 243,336.47
TOTAL							\$2,983,296.58

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Approved Amount
Hillsborough County House of Corrections	Hillsborough	692					\$ 31,966.07
TOTAL							\$ 31,966.07

School Districts Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Approved Amount
Claremont (SAU 6)	Sullivan	817					\$ 101,211.00
Derry (SAU 10)	Rockingham	766	802	829			\$ 134,718.77
Dover (SAU 11)	Rockingham	951	947	897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665					\$ 32,037.53
Governor Wentworth (SAU 49)	Carroll			606			\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	797	772	753	\$ 161,265.67
Laconia (SAU 30)	Belknap	623	545	NRF			\$ 45,749.00

Lebanon (SAU 88)	Grafton			641			\$ 84,025.07	
Littleton (SAU 35)	Grafton			567			\$ 160,331.89	
Plymouth (SAU 48)	Grafton			677			\$ 20,952.00	
Salem (SAU 57)	Rockingham	757	773			NRF	\$ 103,439.18	
							TOTAL	\$ 1,902,334.70

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 Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Holy Cross Family Learning Center		1.4 Contractor Address 438 Dubuque Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-622-9250	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature <i>Jacqueline R. Verville, esp, Ed.D.</i>		1.12 Name and Title of Contractor Signatory <i>J. R. Verville, esp, Ed.D. Executive Director/CEO</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>8/24/17</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Linda Moore</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Linda Moore, Notary</i>			
1.14 State Agency Signature <i>Art Ellison</i>		1.15 Name and Title of State Agency Signatory <i>FRANK EDELOW, Commissioner of Education</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Van B. McIntyre</i> On: <i>8/31/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-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 SRV
Date 8/24/17

EXHIBIT A

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project Description

Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.

- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in IELCE Program:

FY18
105

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY18
Administrative	\$ 14,000.00
Teaching Staff	16,000.00
Totals	\$ 30,000.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$30,000.00.
2. The total of the approved budget shall not exceed \$30,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$30,000.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 9,000.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$ 21,000.00</u>
	\$ 30,000.00

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

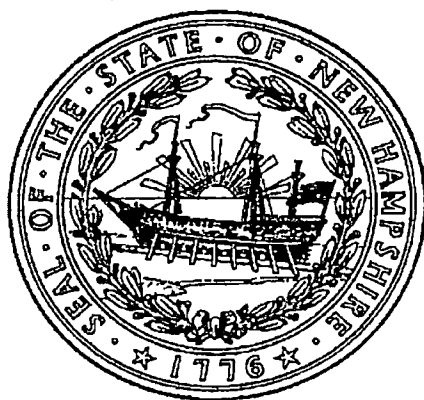
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 671469



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 4/5/17, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

THAT: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked.

THAT: Holy Cross Family Learning Center Board of Directors has named Sister Jacqueline R. Verville as having authority to sign a contract with the NH Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on _____, 20____.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President

Sr. Jacqueline R. Verville, CEO & Executive Director

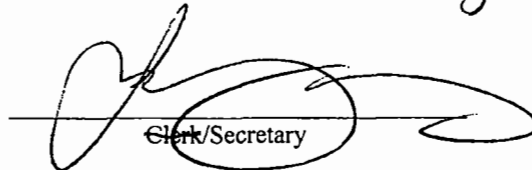
___N/A___ Vice President

Sean Doherty, Secretary

Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, 24th August 2017.

(Corporate Seal if any)



Clerk/Secretary

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

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On 8/24, 2017 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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





Notary Public/Justice of the Peace

Corporate Resolution

I, Judi L. Window hereby certify that I am duly elected Clerk/Secretary of Holy Cross Family Learning Center hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on April 5, 2017 at which a quorum of the Directors were present and voting.

VOTED: That Sister Jacqueline Verville is duly authorized to enter into contracts or agreements on behalf of Holy Cross Family Learning Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 8, 2017

ATTEST: Judi L. Window
(Name & Title) Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2017

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

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

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743	CONTACT NAME: PHONE (A/C, No, Ext): 631-423-9500 FAX (A/C, No): 631-424-3610 E-MAIL ADDRESS: info@wrs1928.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds of London - AA1122000</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London - AA1122000		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Lloyds of London - AA1122000														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Sisters of Holy Cross 377 Island Pond Road Manchester NH 03109	HOL SIS													

COVERAGES **CERTIFICATE NUMBER:** 1756140671 **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		17W1481	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		17XS103	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

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

PROOF ONLY.

Holy Cross Family Learning Center

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION 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
----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

BOARD OF DIRECTORS
HOLY CROSS FAMILY LEARNING CENTER
438 Dubuque Street
Manchester, NH 03102

Katharine Balukas, Treasurer
Senior Auditor BerryDunn
151 Crowley Road
Candia, NH 03034
kbalukas@berrydunn.com
603-518-2648

Elinor Murphy
Educational Consultant
752 Straw Hill Road
Manchester, NH 03104
603-785-3711
elinormurphy2@gmail.com
603-785-3711

Jeanne Boucher, CSC
Payment Processing Coordinator
Southern NH University
2238 Elm Street
Manchester, NH 03104
boucher38@comcast.net
603-622-6918

Jacqueline R. Verville, CSC
Executive Director
Bedford Hills Apts.
15 Cooper Lane Unit 108
Bedford, NH 03110
jrv2871@gmail.com
603-622-9250

Bianka Beaudoin
Community Manager
American Cancer Society
24 Blucher Street
Manchester, NH 03102
bianka17@comcast.net
603-557-7419

Sylvia Von Aulock
Deputy Executive Director
Southern NH Planning Commission
40 Elm Street
Newmarket, NH 03857
svonaulock@snhpc.org
603-669-4664

Eva Castillo-Turgeon
Organizer
Alliance for Immigrants & Refugees
733 Bryant Street
Manchester, NH 03109
ecastillo@miracoalition.org
603-661-2873

Judi Window, Chair
Community Outreach
St. Mary's Bank
676 Clay Street
Manchester, NH 03103
jwindow@stmarysbank.com
603-629-1538

Sean Doherty, Secretary
Finance Manager / Oracle
282 Pulpit Road
Bedford, NH 03110
sdoherty@dyn.com
603-289-7277

Directors serve without compensation.

Salary Information for Personnel

Holy Cross Family Literacy Center
Project: IELCE

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director - School Year	Sister Jacqueline Verville	24	36	\$25.00	\$21,600.00
2	Administrative Ass't	Diane Dupere	20	36	\$20.00	\$14,400.00
3	Test administrator	Shea Hortman	20	36	\$15.00	\$10,800.00
					Administrative TOTAL	\$46,800.00

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Interpreter	Chura Mani Acharya	20	36	\$15.00	\$10,800.00
2	Computer Technology	To be Hired	10	36	\$20.00	\$7,200.00
					Teacher TOTAL	\$ 18,000.00

Jacqueline R. Verville CSC

EDUCATION

May 1985, Doctor of Education, concentration in Reading and Learning Disabilities, Boston University, Boston, MA. Major: Reading Education, K-16 Concentration.

May 1974, Master of Education, K-12, Rivier College, Nashua, New Hampshire.

May 1970, Bachelor of Arts, Major: Education and Business, K-12, Minor, Mathematics, Notre Dame College, Manchester, New Hampshire.

PROFESSIONAL LICENSES

NH State Certification, Reading Supervisor and Business Education, K-12, Life Certificate.

MaAState Certification, Reading Consultant, K-16; Consulting Teacher of Reading, K-16 and Learning Disabilities.

PROFESSIONAL EMPLOYMENT EXPERIENCE

August 2000 to present:

- Called forth Planning Committee to begin preparations for Learning Center: October 2, 2009 to October 2010.
- Met monthly with Planning Committee, met with individuals, wrote grants, and visited sites.
- Taught ESL at West High School, English for New Americans, taught second graders at St. Catherine School, taught third and first graders at St. Benedict Academy, taught a group of immigrants at the West Side Library twice a week.
- October 4, 2010. Doors to Holy Cross Family Learning Center were opened to forty-five refugees.
- During 2015-2016, 132 refugees from thirty-two ethnicities were taught English, Civics, Computer Skills and sewing alterations were performed for the community-at-large on Manchester's West Side.

August 1998 to 2009

- Director of Reading and Title I Project Manager, Pre-K to 8, Alton Central School, Alton, New Hampshire.
- Supervisor of Language Arts, K-12, Littleton, New Hampshire, SAU #35, Title I Project Manager to five school districts: Profile Junior / Senior High School, Lafayette Regional, Bethlehem Elementary, Lisbon Regional and Littleton.
- Grant Writer.
- Workshop Presenter.

Diane Y. Dupere. CSC

EDUCATION

M. Ed. Counseling and Psychotherapy, Notre Dame College, Manchester, New Hampshire. May 1993.

Graduate Courses in Scripture Studies, Providence College, Providence, Rhode Island. 1973-1975

B. A. Business, Notre Dame College, Manchester, New Hampshire. 1970.

EMPLOYMENT EXPERIENCE

Administrative Assistant, Holy Cross Family Learning Center, Manchester, New Hampshire, October 2010 - present.

- Manages all office proceedings such as reports, budgets, mail, and all calls.
- Triaged calls and in-person office drop-ins for Executive Director.
- Creates efficient systems for office management/files and grants.
- Coordinates any and all business regarding teachers, teacher assistants.
- Prepares all CDBG reports, and all other responsibilities given by the executive director.

Administrative Assistant (temporary), St. Benedict Academy – Elementary School, Manchester, New Hampshire, January 2008 – April 2008.

Administrative Assistant, Office of Admissions/Operations, saint Anselm College, Manchester, New Hampshire, October 2003 – September 2008.

Administrative Assistant to the Office of the President, Notre Dame College, Manchester, New Hampshire, May 2002 – June 2003.

Administrative Assistant to Vice President for Student Development, Notre Dame College, Manchester, New Hampshire, October 2000 – May 2002.

Director of Family Services & Case Manager, Marguerite's Place – Transitional Housing for Women and Children, Nashua, New Hampshire, 1998 – October 2000.

Case Manager, Marguerite's Place – Transitional Housing Program for Women and Children, Nashua, New Hampshire. August 1994 – 1998.

Administrative Assistant to Leadership Personnel in Regional services and Director of Communications, Sisters of Holy Cross, Pittsfield, New Hampshire, 1974 – 1990; Manchester, New Hampshire, 1990 – 1994.

E. Shea Hortman

Skills

Teaching Adult ESL classes – all levels
Advanced spoken Spanish, High Intermediate written Spanish
Managing and Supporting Staff
Microsoft Word, Excel, and Outlook

Experience

2001 – 2014: York County Literacy Council, York, Pennsylvania

2005 – 2014: English as a Second Language (ESL) Program Coordinator

Oversee all areas of non-profit agency's ESL program serving over 600 adults per year, including managing (hiring, evaluating, supporting) a staff of eight ESL instructors teaching four levels of ESL AM and PM classes.

Collaborate with local public schools to offer ESL classes for parents.

Conduct enrollment and testing process in Spanish for Spanish-speaking clients.

Field all phone calls from Spanish-speaking clients.

Write newsletter, annual report articles.

Work with volunteers in the office and classroom.

2011 – 2013: Literacy in the Workplace Coordinator

Establish and oversee customized workplace programs to teach local manufacturing company employees the English needed to properly execute procedures and reporting duties of their jobs and to understand safety and FMLA policies.

Establish and oversee community GED programs.

2011 - 2013: Adult Program Manager

Oversee both the English as a Second Language and Adult Basic Education programs, which together serve over 900 students per year.

2001 – 2011: ESL Instructor

Prepare lesson plans and activities, including curriculum development and new material creation, to help non-native English learners from diverse cultures acquire skills necessary for daily life, workplace, civics, and understanding American culture and the English language with an emphasis on health, financial, and workplace literacy skills.

1989 – 2001: Associated Wholesalers, Inc., York, Pennsylvania

Computer Programmer, Senior Computer Programmer, Project Manager

Write code, maintain procurement system software and manage a team of four programmers.

Education

TESOL (Teaching English as a Second Language) Certificate, 2001
YWAM TESOL Program, Lebanon, Pennsylvania

Bachelor of Science in Computer Information Systems, 1995
York College of Pennsylvania, York, Pennsylvania

Office of the New Hampshire Attorney General Charitable Trusts Unit
33 Capitol Street, Concord, NH 03301-6397

DON'T FORGET TO ATTACH:
Appendix, Filing fee, Board List
One of the following: NHCT-2A, 990, 990-EZ, or 990-PF

ANNUAL FILING FEE: \$75.00
Make check payable to
State of New Hampshire

ANNUAL REPORT CERTIFICATE

Holy Cross Family Learning Center	June 30, 2016
Organization Name	Fiscal Year End
Katharine Balukas	671469
In Care of	State Registration #
483 Dubuque Street Manchester, NH 03102	State
Address	Zip
City	

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete.

Katharine Balukas

Signature of

PRESIDENT, TREASURER OR TRUSTEE

11/13/2016
Date

Katharine Balukas
(Print or Type) Name of Officer/Trustee

Katharine Balukas
Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signator.)

STATE OF

COUNTY OF

On this the 15 day of November, 2016, before me personally appeared the above named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

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

My Commission Expires



Notary Public

**OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street
Concord, NH 03301-6397**

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year _____
and ending June 30, 2016

or fiscal year beginning July 1, 2015
Registration number 10446

NAME OF ORGANIZATION: Holy Cross Family Learning Center

ADDRESS: 483 Dubuque Street Manchester, NH 03102

Please make name/address corrections here:

- A) Employer or Federal ID Number: 45-4495234
- D) Tax exempt under section 501 (c) (3) : check here if application for exemption is pending ()
- G) Group return filed for affiliates? Yes _____ No X _____
- Separate return filed by group affiliate? Yes _____ No X _____

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

- | | |
|---------------------------------------------------------------------------------|-----------|
| 1) Contributions, gifts, grants | \$ 25,094 |
| 2) Program service revenue (see part V)..... | _____ |
| 3) Membership dues and assessments..... | _____ |
| 4) Interest on savings and cash investments..... | _____ |
| 5) Dividends and interest from securities..... | _____ |
| 9) Special fundraising events and activities
(Attach schedule ¹) | |
| a) Gross revenue..... | \$ 19,065 |
| b) Minus: direct expenses..... | (230) |
| c) Net income (line 9a minus line 9b)..... | 18,835 |
| 11) Other revenue (see part V)..... | _____ |
| 12) Total revenue (add lines 1,2,3,4,5,9(c) and 11..... | 43,929 |

Expenses

- | | |
|---------------------------------------------------------------------------|--------|
| 13) Program services (program service charities only) (see Part III)..... | 34,534 |
| 14) Management and general (see line 44)..... | 23,277 |
| 17) Total expenses (add lines 13 and 14)..... | 57,811 |

Fund Balances Lines 18 Through 21 Must Be Completed

- | | |
|----------------------------------------------------------------------------------------|----------|
| 18) Excess (deficit) for the year (line 12 minus line 17)..... | (13,882) |
| 19) Fund balances or net worth at the <u>beginning</u> of the year..(see line 75)..... | 78,406 |
| 20) Other changes in net assets or fund balance..... | _____ |

(ATTACH EXPLANATION)

- | | |
|----------------------------------------------------------------------------------------------|--------|
| 21) Fund balances or net worth at <u>end</u> of year (add lines 18 and 19)(see also line 75) | 64,524 |
|----------------------------------------------------------------------------------------------|--------|

¹ Any organization which engages the services of a professional fund-raiser (paid solicitor, fund raising counsel, etc.) is required to provide the name and address of the professional fund-raiser as well as detailed information regarding monies raised, fees paid, etc. This information may be submitted as an attached schedule on plain paper. Any organization which sponsors Bingo Games, or sells Lucky 7 tickets or conducts its own events is required to provide detailed information as to the gross amount of revenue received from the games or events, a breakdown of all expenses related to the operation of the function, and the net amount received by the charitable organization.

Organization Name: Holy Cross Family Learning Center

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE).....	_____
23) Specific assistance to individuals.....	_____
24) Benefits paid to or for members.....	_____
25) Compensation of officers, directors, etc.....	_____
26) Other salaries and wages.....	_____
27) Pension plan contributions.....	_____
28) Other employee benefits.....	_____
29) Payroll taxes.....	_____
30) Professional fundraising fees.....	_____
31) Accounting fees.....	_____
32) Legal fees.....	_____
33) Supplies.....	606
34) Telephone.....	1,048
35) Postage and shipping.....	_____
36) Occupancy.....	20,244
37) Equipment rental and maintenance.....	25
38) Printing and publications.....	_____
39) Travel.....	_____
40) Conferences, conventions, meetings.....	_____
41) Interest.....	_____
42) Depreciation (attach schedule).....	_____
43) Other expenses (itemized):	
a) Donations.....	185
b) Miscellaneous.....	1,169
c).....	_____
d).....	_____
e).....	_____
44) Total functional expenses (enter on line 14).....	23,277

Organization Name: Holy Cross Family Learning Center

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) English	\$ 19,883

b) Workforce development	\$ 14,651

c) _____	\$ _____

TOTAL - MUST EQUAL LINE 13	\$ 34,534

Organization Name: Holy Cross Family Learning Center

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	78,406	62,724
46) Savings and cash investments	_____	_____
47) Accounts receivable	_____	_____
48) Pledges receivable	_____	_____
49) Grants receivable	_____	_____
50) Receivables due from Officers, Directors, etc.	_____	_____
51) Other notes and loans receivable	_____	_____
52) Inventories for sale or use	_____	_____
53) Prepaid	_____	1,800
54) Investments - securities	_____	_____
55) Investments - real estate	_____	_____
56) Investments - other	_____	_____
58) Other assets	_____	_____
59) Total assets (add lines 45 through 58)	<u>78,406</u>	<u>64,524</u>
Liabilities		
60) Accounts payable	_____	_____
61) Grants payable	_____	_____
63) Loans from officers, directors, etc.	_____	_____
64) Mortgages/notes payable	_____	_____
65) Other liabilities	_____	_____
66) Total liabilities (add lines 60 through 65)	<u>0</u>	<u>0</u>
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>78,406</u>	<u>64,524</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

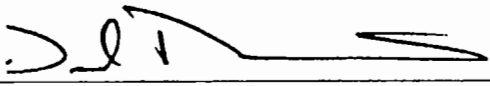
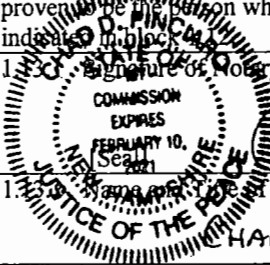
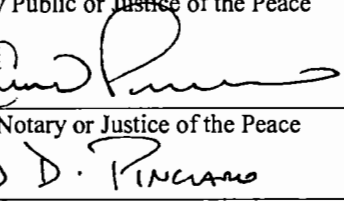
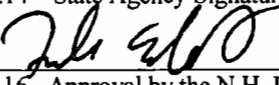
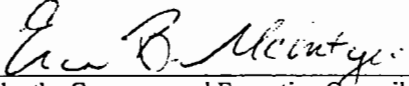
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Hillsborough County Department of Corrections		1.4 Contractor Address 445 Willow Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-627-5620	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$31,966.07
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Dionne, Superintendent DOC	
1.13 Acknowledgement: State of NH, County of Hillsborough On 8/16/2017, 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.			
1.14 Signature of Notary Public or Justice of the Peace  			
1.15 Name and Title of State Agency Signatory Date: 8-30-17 FRANK EDELBLUT, COMMISSIOMER OF EDUCATION			
1.14 State Agency Signature 			
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: 8/31/17			
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.

EXHIBIT A

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Descriptions

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

FY18
20

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Teaching Staff	\$29,229.97
Teacher Benefits	2,236.10
Supplies	500.00
Totals	\$31,966.07

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$31,966.07.
2. The total of the approved budget shall not exceed \$31,966.07 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$31,966.07

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 9,589.83
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$22,376.24</u>
	<u>\$31,966.07</u>

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

Certificate of Authority

I, Paul G. Bergeron Clerk of Hillsborough County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on August 16 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named Superintendent David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on AUGUST 16, 20 17.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Toni Pappas Chairman

Robert Rowe Vice Chairman

Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the County this 16th day of AUGUST, 20 17.

(Corporate Seal if any)


Clerk/Secretary

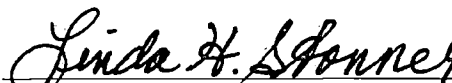
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On August 16, 20 17, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Comm. Paul Bergeron executed the foregoing certificate.

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


Notary Public/Justice of the Peace



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---------------------------------------------------------------------------------------------------------	------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301			Date: 5/26/2017 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

HILLSBOROUGH COUNTY DEPARTMENT OF CORRECTIONS

445 Willow Street

Manchester, New Hampshire 03103-6216

Telephone (603) 627-5620 Facsimile (603) 627-5618

www.hillsboroughcountydoc.org

David M. Dionne, CLS
Superintendent

Captain Gifford F.J. Hiscoe, CJM
Security

Captain Willie Scurry
Programs

HILLSBOROUGH COUNTY BOARD OF COMMISSIONERS

Toni Pappas, Chair
District #1

Robert Rowe, Vice-Chair
District #3

Paul G. Bergeron, Clerk
District #2

Directors/Commissioners Serve Without Compensation.



Serving The Communities Of: Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Frankestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Pelham, Peterborough, Sharon, Temple, Weare, Wilton, Windsor.

Salary Information for Key Personnel

Hillsborough County House of Corrections
Project: ABE

Teaching Staff						
			[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	ABE Teacher	Laurielee Roy	29	49	\$20.57	\$29,229.97
					Teacher TOTAL	\$29,229.97

Laurielee M. Woodlock Roy

RECEIVED

AUG 05 2015

HILLSBOROUGH COUNTY
HUMAN RESOURCES

Objective: To work with people in a progressive and culturally diverse organization that supports positive programs and allows me to use my training and experience in elementary/special education and case management to pursue my passion in education and equality.

Education: MA (Elementary Education), Southern New Hampshire University, 2005
MA (General Special Education), Southern New Hampshire University, 2005
BA (Criminal Justice), Hesser College, 1998

Certification: NH Certification in Elementary and Special Education, 2005.

Teaching Experience:

Long term substitute

Fairgrounds Middle School, December 2014-March 2015

Nashua, NH

Long term social studies and language arts teacher in the 6th grade. I was responsible for lesson planning daily for each level class, honors, extensions, and foundations. Also responsible for lesson planning for reading and writing for children who struggle in the areas of reading and writing.

Long term substitute

Fairgrounds Middle School, October 2013-June 2014

Nashua, NH

Continuing substitute: worked with students with educational disabilities, with a focus on children identified with an emotional disturbance. I had five tutorials and case managed twelve students.

Tutor

Manchester School District, September 2012- June 2013

Manchester, NH

Provide 1:1 Tutoring services for a child with an auto-immune disorder which prevents the child from attending public school. Delivered content in language arts, math, biology, and health at the high school level.

Tutor

Manchester School District, December 2011-August 2012

Manchester, NH

Provided 1:1 services to a high school student identified with TBI and Autism. I created lesson plans and delivered lessons to and from West High School.

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Adjunct Faculty

Hesser College, 2008 -2007

HILLSBOROUGH COUNTY

Manchester, NH

HUMAN RESOURCES

Introduce college students to discipline of Criminal Justice including teaching criminal law, procedures and policies; grading exams and papers, and developing website materials to supplement reading assignments.

Teacher and Case Manager

Corrections Special School, State Prison for Men, 2008-2006

Concord, NH

Case Manage and Develop IEP's for incarcerated men 21 years and younger, particularly those with special needs and disabilities as well as teach remedial content areas within the Education Department in the State Prison for Men.

Substitute Teacher

Manchester School District, 2001-2000

Manchester, NH

Provided instruction and followed lesson plans of absent teacher. Experienced in all grade levels from nursery to high school in sped and non-spud programs as well as experienced in teaching students in vocational programs.

Student Teacher

Webster Elementary School, 2004

Manchester, NH

Student Teacher in Grade One, where I developed general lesson plans in alignment with state Grade Level Expectations as well as prepared lesson plans for children with disabilities in accordance with his/her Individual Education Plan. Assessed and graded students work and made modifications to work as required by children identified with disabilities.

Student Teacher

Green Acres Elementary, 2004

Manchester, NH

Student Teacher in Grade Five responsible for developing lesson plans in alignment with state Grade Level Expectation as well as prepared lesson plans for children with disabilities and non-identified students. Assessed and graded students work and made modifications to work as required by the Individual Education Plans of respective students.

General Work Experience:

Case Manager

Riverbend Community Mental Health Center, 2000- 1999

Concord, NH

Responsible for case management of adults with mental illness, including overseeing filing and appropriate file upkeep to obtain social security, SSI, Health and Human Service benefits. Instructed and assisted clients with daily living skills, mental health goals, treatment plans, appointments, and access to community resources.

Resident Instructor

Easter Seals, 1999-1997

Manchester, NH

Responsible for working with children with identified emotional and behavioral problems to provide guidance, instruction and assistance in their daily activities and well as write progress reports on their individual treatment plans and goals.

Professional and Community Membership:

Volunteer at Covenant Houses of South Florida
Volunteer, Dialogue for Community Good, US Dept. Justice Community Relations
Chairperson of Education, Manchester NAACP
PTO Secretary, Hillside Middle School 2014-2015
Author of Race Between Us (Lett, Roy 2015. Popular Truth Publishing)

Additional Training

Undoing Racism: The People's Institute For Survival and Beyond 2011
Meet HQT Status for New Hampshire
S.O.L.V.E (Strategies of Limiting Violent Episodes) 1997
T.C.I (Therapeutic Crisis Intervention) 1999
Sex Offender Training, Dr. Ron Royer 1998
New Hampshire Department of Corrections Certificate 2007

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**HILLSBOROUGH COUNTY
HUMAN RESOURCES**

EXHIBIT A
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Net Position
June 30, 2016

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets:			
Cash and cash equivalents	\$ 38,240,065	\$ 30,414	\$ 38,270,479
Accounts receivable, net	396,404	2,382,295	2,778,699
Due from other governments	318,160	1,028,631	1,346,791
Internal balance	(24,573,898)	24,573,898	-
Prepaid expenses	5,568		5,568
Inventory		66,148	66,148
Total Current Assets	<u>14,386,299</u>	<u>28,081,386</u>	<u>42,467,685</u>
Noncurrent Assets:			
Restricted cash		96,506	96,506
Capital assets:			
Non-depreciable capital assets		9,443	9,443
Depreciable capital assets, net	4,368,302	2,182,368	6,550,670
Total Noncurrent Assets	<u>4,368,302</u>	<u>2,288,317</u>	<u>6,656,619</u>
Total Assets	<u>18,754,601</u>	<u>30,369,703</u>	<u>49,124,304</u>
DEFERRED OUTFLOWS OF RESOURCES			
Total deferred outflows related to net pension liability	2,383,768	1,289,291	3,673,059
Total Deferred Outflows of Resources	<u>2,383,768</u>	<u>1,289,291</u>	<u>3,673,059</u>
LIABILITIES			
Current Liabilities:			
Accounts payable	228,416	242,386	470,802
Accrued expenses	984,226	378,037	1,362,263
Due to other governments	4,183,413	582,996	4,766,409
Unearned contributions		30,414	30,414
Total Current Liabilities	<u>5,396,055</u>	<u>1,233,833</u>	<u>6,629,888</u>
Noncurrent Liabilities:			
Other post-employment benefits obligation	1,841,125	816,843	2,657,968
Net pension liability	25,371,528	14,206,203	39,577,731
Total Noncurrent Liabilities	<u>27,212,653</u>	<u>15,023,046</u>	<u>42,235,699</u>
Total Liabilities	<u>32,608,708</u>	<u>16,256,879</u>	<u>48,865,587</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to net pension liability	2,182,680	1,180,529	3,363,209
Total Deferred Inflows of Resources	<u>2,182,680</u>	<u>1,180,529</u>	<u>3,363,209</u>
NET POSITION			
Net investment in capital assets	4,368,302	2,191,811	6,560,113
Restricted	6,634		6,634
Unrestricted (Deficit)	(18,027,955)	12,029,775	(5,998,180)
Total Net Position	<u>\$ (13,653,019)</u>	<u>\$ 14,221,586</u>	<u>\$ 568,567</u>

See accompanying notes to the basic financial statements

EXHIBIT B
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Activities
For the Year Ended June 30, 2016

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Governmental Activities	Primary Government Business-Type Activities		
Governmental Activities:							
General government	\$ 8,297,219	\$ 4,010,559		\$ (4,286,660)		\$ (4,286,660)	
Public safety	20,016,668	3,139,818	\$ 12,683	(16,864,167)		(16,864,167)	
Health and welfare	29,444,771		253,581	(29,191,190)		(29,191,190)	
Total governmental activities	<u>57,758,658</u>	<u>7,150,377</u>	<u>266,264</u>	<u>(50,342,017)</u>	\$ -	<u>(50,342,017)</u>	
Business-type activities:							
Nursing Home	25,044,915	22,663,584	7,405,108		5,023,777	5,023,777	
Total business-type activities	<u>25,044,915</u>	<u>22,663,584</u>	<u>7,405,108</u>		<u>5,023,777</u>	<u>5,023,777</u>	
Total primary government	<u>\$ 82,803,573</u>	<u>\$ 29,813,961</u>	<u>\$ 7,671,372</u>	<u>(50,342,017)</u>	<u>5,023,777</u>	<u>(45,318,240)</u>	
General revenues:							
Property taxes				51,063,836		51,063,836	
Interest and investment earnings				56,319	144	56,463	
Miscellaneous				685,930	805,017	1,490,947	
Transfers				2,672,981	(2,672,981)	-	
Total general revenues and transfers				<u>54,479,066</u>	<u>(1,867,820)</u>	<u>52,611,246</u>	
Change in net position				4,137,049	3,155,957	7,293,006	
Net position (deficit) at beginning of year				<u>(17,790,068)</u>	<u>11,065,629</u>	<u>(6,724,439)</u>	
Net position (deficit) at end of year				<u>\$ (13,653,019)</u>	<u>\$ 14,221,586</u>	<u>\$ 568,567</u>	

See accompanying notes to the basic financial statements

EXHIBIT C
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Balance Sheet
Governmental Funds
June 30, 2016

	General Fund	Nonmajor Governmental Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 38,240,065		\$ 38,240,065
Accounts receivable	396,404		396,404
Due from other governments	318,160		318,160
Due from other funds		\$ 64,612	64,612
Prepaid expenses	5,568		5,568
Total Assets	<u>38,960,197</u>	<u>64,612</u>	<u>39,024,809</u>
DEFERRED OUTFLOWS OF RESOURCES			
Total Deferred Outflows of Resources	-	-	-
Total Assets and Deferred Outflows of Resources	<u>\$ 38,960,197</u>	<u>\$ 64,612</u>	<u>\$ 39,024,809</u>
LIABILITIES			
Accounts payable	\$ 223,416		\$ 223,416
Accrued expenses	984,226		984,226
Due to other governments	4,183,413		4,183,413
Due to other funds	24,643,510		24,643,510
Total Liabilities	<u>30,034,565</u>	<u>\$ -</u>	<u>30,034,565</u>
DEFERRED INFLOWS OF RESOURCES			
Total Deferred Inflows of Resources	-	-	-
FUND BALANCES			
Nonspendable	5,568		5,568
Restricted	6,634		6,634
Assigned	841,279	64,612	905,891
Unassigned	8,072,151		8,072,151
Total Fund Balances	<u>8,925,632</u>	<u>64,612</u>	<u>8,990,244</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 38,960,197</u>	<u>\$ 64,612</u>	<u>\$ 39,024,809</u>

See accompanying notes to the basic financial statements

EXHIBIT C-1
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2016

Total Fund Balances - Governmental Funds (Exhibit C)	\$ 8,990,244
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	4,368,302
Deferred outflows of resources and deferred inflows of resources that do not provide or require the use of current financial resources are not reported within the funds.	
Deferred outflow of resources attributable to net pension liability	2,383,768
Deferred inflow of resources attributable to net pension liability	(2,182,680)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year end consist of:	
Other post-employment benefits obligation	(1,841,125)
Net pension liability	<u>(25,371,528)</u>
Net Position of Governmental Activities (Exhibit A)	<u>\$ (13,653,019)</u>

EXHIBIT D
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2016

	General Fund	Nonmajor Governmental Fund	Total Governmental Funds
Revenues:			
Taxes	\$ 51,063,836		\$ 51,063,836
Intergovernmental	266,264		266,264
Charges for services	7,031,015	\$ 119,362	7,150,377
Interest and investment income	56,319		56,319
Miscellaneous	685,930		685,930
Total Revenues	<u>59,103,364</u>	<u>119,362</u>	<u>59,222,726</u>
Expenditures:			
Current operations:			
General government	7,900,145	238,500	8,138,645
Public safety	19,719,737		19,719,737
Health and welfare	29,444,771		29,444,771
Total Expenditures	<u>57,064,653</u>	<u>238,500</u>	<u>57,303,153</u>
Excess revenues (under) expenditures	<u>2,038,711</u>	<u>(119,138)</u>	<u>1,919,573</u>
Other Financing Sources (Uses):			
Transfers in	2,672,981	103,500	2,776,481
Transfers out	(103,500)		(103,500)
Total Other Financing Sources (Uses)	<u>2,569,481</u>	<u>103,500</u>	<u>2,672,981</u>
Net change in fund balances	4,608,192	(15,638)	4,592,554
Fund balances at beginning of year	<u>4,317,440</u>	<u>80,250</u>	<u>4,397,690</u>
Fund balances at end of year	<u>\$ 8,925,632</u>	<u>\$ 64,612</u>	<u>\$ 8,990,244</u>

See accompanying notes to the basic financial statements

EXHIBIT D-1
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2016

Net Change in Fund Balances - Governmental Funds (Exhibit D) \$ 4,592,554

Amounts reported for governmental activities in the
statement of activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the statement of activities, the cost of those assets
is allocated over their estimated useful lives as depreciation
expense. This is the amount by which depreciation expense
exceeded capital outlays in the current period. (783,344)

Some expense reported in the statement of activities, such as other
post-employment benefits, do not require the use of current financial
resources and, therefore, are not reported as expenditures in
governmental funds. (338,359)

Governmental funds report pension contributions as expenditures.
However, in the statement of activities, pension expense reflects
the change in the net pension liability and related deferred outflows
and inflows of resources, and do not require the use of current
financial resources. This is the amount by which pension
contributions exceeded pension expense in the current period. 666,198

Change in Net Position of Governmental Activities (Exhibit B) \$ 4,137,049

EXHIBIT E
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Net Position
Proprietary Funds
June 30, 2016

	Nursing Home <u>Fund</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 30,414
Accounts receivable, net	2,382,295
Due from other governments	1,028,631
Due from other funds	24,573,898
Inventory	<u>66,148</u>
Total Current Assets	<u>28,081,386</u>
Noncurrent Assets:	
Restricted cash	96,506
Capital assets:	
Non-depreciable capital assets	9,443
Depreciable capital assets, net	<u>2,182,368</u>
Total Noncurrent Assets	<u>2,288,317</u>
Total Assets	<u>30,369,703</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pension	<u>1,289,291</u>
Total Deferred Outflows of Resources	<u>1,289,291</u>
LIABILITIES	
Current Liabilities:	
Accounts payable	242,386
Accrued expenses	378,037
Due to other governments	582,996
Unearned contributions	<u>30,414</u>
Total Current Liabilities	<u>1,233,833</u>
Noncurrent Liabilities:	
Other post-employment benefits payable	816,843
Net pension liability	<u>14,206,203</u>
Total Noncurrent Liabilities	<u>15,023,046</u>
Total Liabilities	<u>16,256,879</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pension	<u>1,180,529</u>
Total Deferred Inflows of Resources	<u>1,180,529</u>
NET POSITION	
Net investment in capital assets	2,191,811
Unrestricted	<u>12,029,775</u>
Total Net Position	<u>\$ 14,221,586</u>

See accompanying notes to the basic financial statements

EXHIBIT F
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2016

	Nursing Home <u>Fund</u>
Operating revenues:	
Intergovernmental revenue	\$ 7,405,108
Charges for services	22,663,584
Miscellaneous	805,017
Total operating revenues	<u>30,873,709</u>
Operating expenses:	
Administrative	3,193,394
Maintenance and operations	966,295
Physical therapy	1,853,173
Dietary	2,167,096
Nursing	13,634,190
Laundry	355,634
Housekeeping	743,239
Physician/pharmacy	576,676
Restorative services	729,936
Social services	347,087
Barber/beauty	32,045
Depreciation	446,150
Total operating expenses	<u>25,044,915</u>
Operating income	5,828,794
Non-operating revenues:	
Interest revenue	<u>144</u>
Net non-operating revenues	<u>144</u>
Transfers out	<u>(2,672,981)</u>
Change in net position	3,155,957
Total net position at beginning of year	<u>11,065,629</u>
Total net position at end of year	<u>\$ 14,221,586</u>

See accompanying notes to the basic financial statements

EXHIBIT G
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2016

	Nursing Home Fund
Cash flows from operating activities:	
Cash received from patient care/services	\$ 23,859,654
Cash received from Medicaid pool funds	7,352,118
Cash paid to suppliers	(10,785,206)
Cash paid to employees	(14,777,363)
Net cash provided by operating activities	<u>5,649,203</u>
Cash flows from noncapital financing activities:	
Transfers to other funds	<u>(2,672,981)</u>
Net cash (used) for noncapital financing activities	<u>(2,672,981)</u>
Cash flows from capital and related financing activities:	
Purchases of capital assets	<u>(350,348)</u>
Net cash (used) for capital and related financing activities	<u>(350,348)</u>
Cash flows from investing activities:	
Interest on investments	<u>144</u>
Net cash provided by investing activities	<u>144</u>
Net increase in cash and cash equivalents	2,626,018
Cash and cash equivalents at beginning of year	<u>22,074,800</u>
Cash and cash equivalents at end of year	<u>\$ 24,700,818</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 5,828,794
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation expense	446,150
Change in deferred outflows related to pension	(85,952)
Change in deferred inflows related to pension	(704,467)
Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:	
Accounts receivable	391,052
Due from other governments	(52,989)
Inventory	4,773
Accounts payable	89,059
Accrued expenses	(440,586)
Due to other governments	19,245
Unearned revenue	738
Other post-employment benefits payable	146,166
Net pension liability	7,220
Net cash provided by operating activities	<u>\$ 5,649,203</u>

See accompanying notes to the basic financial statements

EXHIBIT H
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2016

	Agency Funds
ASSETS	
Cash and cash equivalents	\$ 468,356
Accounts receivable	<u>5,000</u>
Total Assets	<u>\$ 473,356</u>
LIABILITIES	
Due to specific individuals	<u>\$ 473,356</u>
Total Liabilities	<u>\$ 473,356</u>

See accompanying notes to the basic financial statements

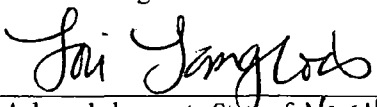
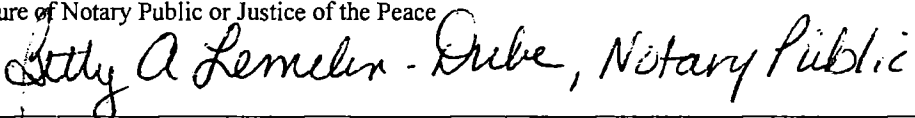
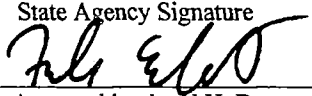
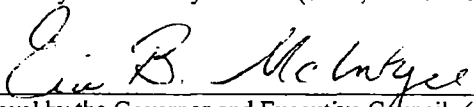
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name North Country Education Services		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number 603-752-1927	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$160,331.89
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Cov Coos On August 16, 2017 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Betty A. Lemelin - Dube <div style="float: right; text-align: right;"> BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires October 21, 2020 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: 8-30-17 FRANK EDELBLUT, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/31/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

8/16/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 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.



8/16/17

EXHIBIT A

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

FY18
70

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$65,399.74
Administrative Benefits	50,395.91
Math Service Contract Service Provider	3,052.80
Contract Internet Service Provider	325.00
Rent	10,200.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,150.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000.00
Digital Subscriptions	500.00
Office Supplies	2,500.00
Professional Organization Dues	105.00
Indirect Cost	11,876.44
Totals	\$160,331.89

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$160,331.89.
2. The total of the approved budget shall not exceed \$160,331.89 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$160,331.89

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 48,099.57
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$112,232.32</u>
	\$160,331.89

Page 5 of 7
 Contractor Initials: *SH*
 Date: 8/16/17

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

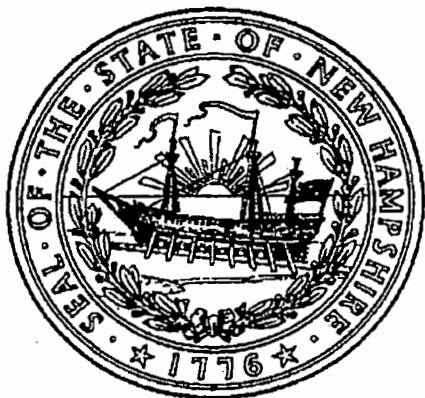
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 66448



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

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

William M. Gardner
Secretary of State

Certificate of Authority

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

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

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

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

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

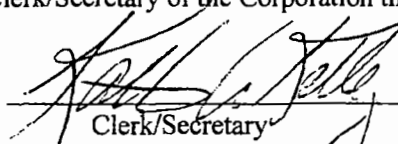
Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Treasurer/Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 16th day of August, 2017.


Clerk/Secretary

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

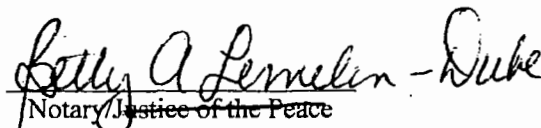
STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On August 16, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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

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


Notary Justice of the Peace



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581		Member Number: 953	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (None)	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease — Each Employee	\$2,000,000
			Disease — Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Education Adult Basic Education 101 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/16/2017 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



**BOARD OF DIRECTORS
FY 2017 – 2018**

Dr. Marion Anastasia

Personnel Member
Superintendent SAU 36
14 King Square
Whitefield, NH 03598-3302
837-9363 PH / 837-2326 FX
manastasia@sau36.org

Dr. Cheryl Baker

Board VP, Policy Member
Plymouth State University,
Coordinator, Assessment for
Educator Preparation-MS 55
Plymouth State University
Plymouth, NH 03264
535-2737 PH/ 535-2572 FX
cbaker@plymouth.edu

Bruce Beasley

Personnel Member
Superintendent SAU 7
21 Academy Street
Colebrook NH 03576
237-5571 ext 15
bbeasley@sau7.org

Randy Bell

Member at Large, Policy

Robert Boschen

Member at Large
Executive Director Tri-County CAP
30 Exchange St
Berlin, NH 03570
603-752-7001
rboschen@tccap.org

Paul Bousquet

Board President, Finance Member
Superintendent SAU 20
123 Main Street
Gorham, NH 03581-1659
466-3632 PH ext 5 / 466-3870 FX
paul.bousquet@sau20.org

Jody Camille

Member at Large, Personnel
WMCC-Berlin
2020 Riverside Drive
Berlin, NH 03570-3717
752-1113
jcamille@ccsnh.edu

Corinne Cascadden

Finance & Policy Member
Superintendent SAU 3
183 Hillside Avenue
Berlin, NH 03570-1817
752-6500 PH/ 752-2528 FX
ccascadden@sau3.org

Pierre Couture

Finance Member
Superintendent SAU 35
260 Cottage Street Ste C
Littleton, NH 03561-4143
444-3925 PH / 444-6299 FX
p.couture@sau35.org

Susan Hodgdon

Superintendent SAU 77
PO Box 130
Monroe, NH 03771-0130
638-2800 PH/ 638-2031 FX
shodgdon@monroeschool77.com

Bernard Keenan

Member at Large
Personnel Member

Kathleen Kelley

Member at Large
Finance Committee
NCES Co-Treasurer/Secretary
Randolph Hill Road
Randolph, NH 03593
466-5324
kukelley@me.com

Michael Kelley

Superintendent SAU 58
15 Preble Street
Groveton, NH 03582-4135
636-1437 PH / 636-6102 FX
m_kelley@sau58.org

Laurie Melanson

Superintendent SAU 23
2975 Dartmouth College Hwy
North Haverhill, NH 03774-4535
787-2113 PH ext 18 / 787-2118 FX
lmelanson@sau23.org

Judith McGann

Policy Member
Superintendent SAU 68
PO Box 97
Lincoln, NH 03251-0097
745-2051 PH / 745-2352 FX
jmcgann@lin-wood.org

Robert Mills

Member at Large, Finance Committee

Dr. Steven Nilhas

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

Annemarie Platt

Member at Large
Personnel Member
NCES Treasurer/Secretary
9 Gill Street
Gorham, NH 03581-4910
752-7493

Pamela Stimpson

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

Alternate director:

Cynthia Martindill

Member at Large
CMartindill@vtc.vsc.edu
802.728.1586

Directors Serve Without Compensation.

Updated 06-20-17

Salary Information for Key Personnel

Coos County Adult Learner Services (North Country Education Services)
Project: ALS

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Coordinator	Peggy Blais	35	38	\$27.82	\$37,000.60
2	Assistant Coordinator	Gayle Theberge	35	38	\$20.31	\$27,012.30
Administrative TOTAL						\$ 64,012.90

Peggy Blais

Objective To coordinate the delivery of adult education services in Coos County NH

Experience 2009-present Adult Learner Services/NCES Coos County, NH

Coordinator

- Responsible for all aspects of the operations of the program
- Maintain records, submit reports
- Manage program budget
- Collaborate with area programs
- Supervise program staff
- Pursue professional growth

1997-2009 Adult Learner Services/NCES Coos County, NH

Assistant Coordinator

- Assist Coordinator in the operation of the program
- Provide instruction to students at learning centers
- Recruit/train volunteer tutors

1997-2003 Child Care Services/NCES Coos County, NH

Parent Counselor/Program Assistant

- Develop and implement database for Child Care Resource & Water Safety
- Schedule Trainings
- Assist in developing training curriculum
- Counsel parents on selecting appropriate child care

1992-1996 NCES Coos County, NH

Volunteer Tutor, Adult Ed Aide, Mentorship Supervisor,
AmeriCorps Member

- Tutor adult learners
- Coordinate worksites for students
- Pre-test students to assess level of competency and readiness to take official tests

Education 1993-present Granite State College Gorham, NH

- Various certificates and Professional Development hours available upon request.

References References are available on request.

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
 June 30, 2016 and 2015

All numbers are expressed in USA Dollars

	2016	2015
ASSETS		
CURRENT ASSETS		
Cash	43,854	181
Investments	456,683	349,887
Accounts receivable	61,371	117,731
Grants receivable	42,353	50,189
Prepaid expenses	-	5,548
	604,261	523,536
RESTRICTED CASH	22,608	22,608
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	82,609	138,478
Less: accumulated depreciation	(515,682)	(523,867)
	211,894	259,578
	838,763	805,722
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Line of credit	-	31,500
Current maturities of long-term debt:		
Mortgage Note Payable	18,197	17,139
Accounts payable	1,979	66,698
Deferred revenues	1,500	1,376
	21,676	116,713
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	63,488	81,685
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources - per the requirements of GASB 68 <i>(see note)</i>	1,278,298	1,319,218
	1,341,786	1,400,903
	1,363,462	1,517,616
NET ASSETS		
Unrestricted:		
Net investment in property & equipment	130,209	160,754
Available to operations	421,710	377,703
Deficit related to unfunded pension obligations	(1,278,298)	(1,319,218)
	(726,379)	(780,761)
Temporarily restricted:		
For loan guarantees	22,608	22,608
For program purposes	179,072	46,259
	201,680	68,867
	(524,699)	(711,894)
	838,763	805,722

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

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Activities

For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Federal grants		111,571	111,571		231,981	231,981
State grants		160,596	160,596		193,441	193,441
Local government agencies		129,131	129,131		101,161	101,161
Other non-profit agencies		266,534	266,534		81,795	81,795
Program service revenue	1,370,171		1,370,171	1,284,265		1,284,265
Net assets released from restriction:						
Satisfaction of program restrictions	533,175	(533,175)	-	629,248	(629,248)	-
	<u>1,903,346</u>	<u>134,657</u>	<u>2,038,003</u>	<u>1,913,513</u>	<u>(20,870)</u>	<u>1,892,643</u>
OPERATING EXPENSES						
Program Services:						
NCES Programs	867,093		867,093	828,215		828,215
Adult Learner Services	137,228		137,228	136,950		136,950
Distance Learning	135,392		135,392	141,809		141,809
STEM	129,131		129,131	101,161		101,161
SAHE	66,330		66,330			-
NH Center for Learning	59,700		59,700	13,055		13,055
NISL	56,623		56,623	17,023		17,023
Next Steps NH	51,815		51,815	64,725		64,725
ABE College Transitions	5,061		5,061	6,880		6,880
Tillotson - No. of the 44th	3,128		3,128	1,787		1,787
Community Engagement	2,125		2,125			-
NASA/UCAR			-	90,000		90,000
Migrant			-	50,000		50,000
Tillotson - Operations			-	50,000		50,000
Indistar			-	31,765		31,765
Migrant 2			-	30,000		30,000
SLDS			-	15,860		15,860
Film Festival			-	1,990		1,990
Tillotson - Sponsorship			-	1,000		1,000
	<u>1,513,626</u>	<u>-</u>	<u>1,513,626</u>	<u>1,582,220</u>	<u>-</u>	<u>1,582,220</u>

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
Support services:						
Management and general	344,200		344,200	339,412		339,412
	1,857,826	-	1,857,826	1,921,632	-	1,921,632
NET OPERATING INCOME(LOSS)	45,520	134,657	180,177	(8,119)	(20,870)	(28,989)
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	7,018		7,018	36,576		36,576
	7,018	-	7,018	36,576	-	36,576
CHANGE IN NET ASSETS	52,538	134,657	187,195	28,457	(20,870)	7,587
NET ASSETS (DEFICIT) - BEGINNING, <i>as restated</i>	(778,917)	67,023	(711,894)	(807,374)	87,893	(719,481)
NET ASSETS - ENDING	(726,379)	201,680	(524,699)	(778,917)	67,023	(711,894)

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

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Regular	Management	Total	Regular	Management	Total
	Educational Programs	and General		Educational Programs	and General	
EXPENSES						
Salaries and other compensation	688,572	222,048	910,620	698,339	215,639	913,978
Pension expense	60,959	18,193	79,152	63,626	16,743	80,369
Other Employee benefits	115,324	45,412	160,736	147,216	49,380	196,596
Payroll taxes	56,629	17,741	74,370	58,868	18,027	76,895
Staff development	1,800		1,800	3,455		3,455
Contracted services	280,940	7,000	287,940	280,623	6,200	286,823
Occupancy	34,733	8,056	42,789	37,442	8,960	46,402
Administrative expenses	20,733	7,396	28,129	24,612	6,752	31,364
Travel	30,586	5,066	35,652	36,126	6,584	42,710
Materials & supplies	183,049		183,049	198,530		198,530
Depreciation	35,763	11,921	47,684	28,533	9,511	38,044
Interest	4,538	1,367	5,905	4,850	1,616	6,466
	1,513,626	344,200	1,857,826	1,582,220	339,412	1,921,632

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

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	180,177	(28,989)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	47,684	38,044
Difference between pension expense for GASB 68 and NHRS plan contributions	(40,920)	(31,570)
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	56,360	(31,236)
Grants receivable	7,836	10,428
Prepaid expenses	5,548	(5,548)
Increase (decrease) in liabilities:		
Accounts payable	(64,719)	59,682
Agency deposits	-	(164,205)
Deferred revenues	124	(1,537)
	192,090	(154,931)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets		(1,476)
Earnings on investments	7,018	36,576
Purchase of Investments	(106,796)	63,489
	(99,778)	98,589
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase(decrease) in line of credit	(31,500)	31,500
Principal payments - mortgage notes	(17,139)	(16,141)
	(48,639)	15,359
NET INCREASE (DECREASE) IN CASH	43,673	(40,983)
CASH - BEGINNING	22,789	63,772
CASH - ENDING	66,462	22,789
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	5,905	7,605

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

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Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

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

August 9, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$2,792,964.69 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. **30% Federal Funds, 70% State Funds.**

	<u>Vendor Code</u>	<u>FY2018</u>
Ascentria Community Services, Inc.	222201	\$ 194,786.15
Fuller Public Library	177407	\$ 83,309.24
International Institute of New England	177551	\$ 848,128.47
Nashua Adult Learning Center	167121	\$ 827,870.45
Second Start	177224	\$ 409,557.97
Southern New Hampshire Services – Portsmouth	177198	\$ 185,975.94
Southern New Hampshire Services – English for New Americans	117198	\$ 243,336.47
	TOTAL:	\$2,792,964.69

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 837,889.41
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$1,955,075.28</u>
		\$2,792,964.69

EXPLANATION

Approval of this request will allow the six (6) contractors to provide one or more of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The English as a Second Language Program (ESL), authorized under Ed 703, provides foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, and/or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated Education and Training program (IET) provides adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. Additionally, the adult education component of the program must be aligned to the State's standards for adult education as described in the State's Workforce Plan and the program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education grants are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Grants were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management

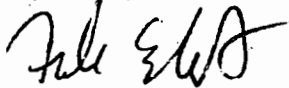
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 9, 2017
Page 3

System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

Attachment A

A request for adult education and literacy activities proposals operating under the Workforce Innovation and Opportunities Act of 2014 (WIOA), Title II, for the term of three (3) years was released on February 24, 2017. The notice was published in the Union Leader on February 24, 2017, posted on the NH Department of Education's website, and sent electronically to any party expressing an interest in submitting an application.

In accordance with WIOA, only applications submitted by eligible providers were granted funding. WIOA defines an eligible provider as:

The term "eligible provider" means an organization that has **demonstrated effectiveness** in providing adult education and literacy activities that may include—

- (A) a local educational agency;
- (B) a community-based organization or faith-based organization;
- (C) a volunteer literacy organization;
- (D) an institution of higher education;
- (E) a public or private nonprofit agency;
- (F) a library;
- (G) a public housing authority;
- (H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
- (I) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and
- (J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following WIOA-required criteria:

- **Responsiveness to Regional Needs:** How well does the proposed program meet the educational, economic, and social/cultural needs of the local region?
- **Serving the Most in Need:** How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- **Service Delivery Format and Schedules:** How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- **Proposed Curricula and Contextualized Instruction:** How well does the proposed program provide curricula designed to meet the needs of the participants, especially through contextualized instruction?
- **Alignment with the State Workforce Plan:** How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- **Intensity, Quality and Best Practices:** How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- **Integration of Technology Services and Digital Systems:** How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- **Meeting Program Outcomes:** How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- **Reporting:** How well does the proposed program collect, store, enter, and analyze students and program data?
- **Implementation Timeline:** Will the proposed program be positioned to start by September 15, 2017?
- **Budget and Budget Narrative:** How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
Composite Technical Score	Eligible Provider with Demonstrated Effectiveness	200
	Operational Capacity	100
	Total Composite Technical Score (Minimum 150)	300
Program Design	Responsiveness to Regional Needs	50
	Serving the Most in Need	100
	Service Delivery Format and Schedules	75
	Proposed Curricula and Contextualized Instruction	50
	State Workforce Board Alignment	75
	Intensity, Quality and Best Practices of Program	100
	Integration of Technology Services and Digital Systems	50
	Meeting Program Outcomes	50
	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	TOTAL SCORE (Minimum of 500)	1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS		ABE	ESL	ALS
Belknap	1	1		Hillsborough	2	3	3
Carroll			1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos			1	Strafford	1	1	1
Grafton			3	Sullivan	1	*	

* Due to low numbers, ESL services are provided under the ABE grant.

Attachment B

Evaluation Scoring and Funding Recommendations

Key

- The 3 digit number is the Average Evaluation Score for the application
- NRF means Not Recommended for Funding
- A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack		908		900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682			\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough					700	\$ 123,503.60
International Institute of New England	Hillsborough		948		950	935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750		956	\$ 827,870.45
North Country Education Services	Coos			640			\$ 160,331.89
Second Start	Merrimack	857	940	788			\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880				\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough		793	738			\$ 243,336.47
						TOTAL	\$3,108,766.25

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Hillsborough County House of Corrections	Hillsborough	692					\$ 31,966.07
TOTAL							\$ 31,966.07

School Districts Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Claremont (SAU 6)	Sullivan	817					\$ 101,211.00
Derry (SAU 10)	Rockingham	766	802	829			\$ 134,718.77
Dover (SAU 11)	Rockingham	951	947	897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665					\$ 32,037.53
Governor Wentworth (SAU 49)	Carroll			606			\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	797	772	753	\$ 161,265.67
Laconia (SAU 30)	Belknap	623	545	NRF			\$ 45,749.00

Lebanon (SAU 88)	Grafton			641			\$ 84,025.07	
Littleton (SAU 35)	Grafton			567			\$ 160,331.89	
Plymouth (SAU 48)	Grafton			677			\$ 20,952.00	
Salem (SAU 57)	Rockingham	757	773			NRF	\$ 103,439.18	
							TOTAL	\$ 1,902,334.70

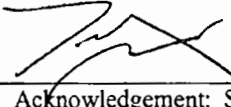
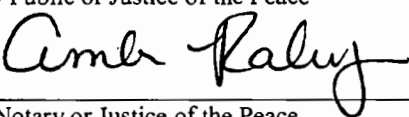

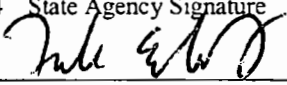
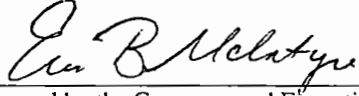
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep David Road, Ste, A-1 Concord, NH 03301	
1.5 Contractor Phone Number 603-224-8111	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$194,786.15
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Johnstone, Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Aug 7 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Amber Raby, Admin</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-9-17</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>8/9/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 8/7/07

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:

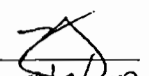
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

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.

Contractor Initials

Date


8/7/2017

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date



8/1/2017

EXHIBIT A

The Services

Services at Ascentria Community Services, Inc. will be provided at the Immaculate Heart of Mary on Loudon Road in Concord. Students receiving services will be from the City of Concord and its surrounding communities.

Ascentria Community Services, Inc. in Concord will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ESL program:

FY18
80

Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - Adult Education and Literacy Activities
 - Workforce preparation activities
 - Occupationally-specific workforce training activities

- Classes must have a minimum of eight active enrollments and plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

FY18
25

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18
Administrative	\$4,349.80
Teaching Staff	68,016.00
Administrative Benefits	1,218.00
Teacher Benefits	19,044.00
Professional Audit Services	400.00
Repairs & Maintenance	3,431.04
Rent	11,177.04
Insurance	965.04
Telephone	3,051.96
Postage	290.04
Travel	1,800.00
Books & Information	3,000.00
Workbooks & Printed Materials	3,300.00
Services for New American Fees	720.00
Indirect Cost	12,076.29
Totals	\$132,839.21

ESTIMATED PROJECT 2 (IET)	FY18
Administrative	\$1,749.80
Teaching Staff	34,088.60
Administrative Benefits	489.00
Professional Audit Services	200.00
Repairs & Maintenance	600.00
Rent	3,600.00
Insurance	396.00
Telephone	1,260.00
Postage	420.00
Travel	8,400.00
Books & Information	1,875.00
Workbooks & Printed Media	1,875.00
New Computer	1,200.00
Services for New American Fees	162.00
Indirect Cost	5,631.54
Totals	\$61,946.94

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$194,786.15.
2. The total of the approved budget shall not exceed \$194,786.15 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$194,786.15

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 58,435.85
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$136,350.30</u>
	\$194,786.15

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

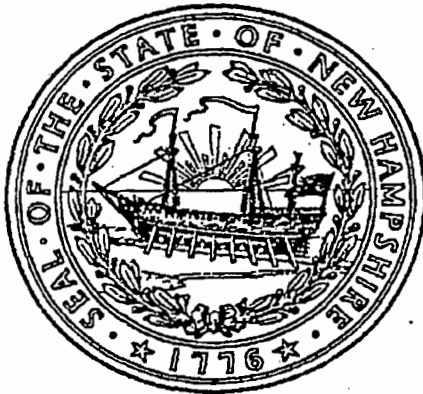
1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. 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: 652197



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elena Garcias-Ketnouvong, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on September 29, 2016:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

- | | |
|-----------------------|--------------------------|
| <u>Angela Bovill</u> | President |
| <u>Tim Johnstone</u> | Executive Vice President |
| <u>Dana Ramish</u> | Executive Vice President |
| <u>James Coyle</u> | Executive Vice President |
| <u>Nicholas Russo</u> | Treasurer |

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7 day of August, 2017.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elena Garcias Ketnouvong
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

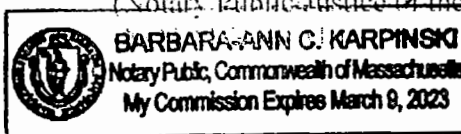
County of Worcester

The forgoing instrument was acknowledged before me this 7th day of August, 2017.

By Elena Garcias Ketnouvong.
(Name of Elected Officer of the Agency)

Barbara Ann C. Karpinski
(Notary Public, Justice of the Peace)

Commission Expires: 3/9/2023
NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal



July 1, 2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2016

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 Hays Companies 133 Federal Street; 2nd Floor Boston MA 02110	CONTACT NAME: Tina Rothemich
	PHONE (A/C, No, Ext): (617) 723-7775 FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Insurance Companies NAIC # 92535
	INSURER B: Employers Ins. Co. of Wausau 21458
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER** Master Cert 4 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1552687	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			PHPK1552687	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB556695	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-611-262252-016	10/1/2016	10/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			PHPK1552687	10/1/2016	10/1/2017	Limit: \$19,000

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

EVIDENCE OF INSURANCE**CERTIFICATE HOLDER**NH Dept. Bureau of Adult Education
21 South Fruit Street
Suite #20
Concord, NH 03301-0000**CANCELLATION**

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

James Hays/CQUIRK

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Ascentria
CARE ALLIANCE

Ascentria Community Services, Inc.
Board of Directors
2016 - 2017

William Mayo, Chair

Michael Balinskas, Vice Chair

Jeff Kinney

Garth Greimann

Karen Gaylin

Angela Bovill

Corporate Officers:

President	Angela Bovill
Treasurer	Nick Russo
Executive VP	Lisa Cohen
Executive VP	Dana Ramish
Executive VP	Tim Johnstone
Clerk	Elena Garcias-Ketnouvong

Directors Serve Without Compensation.

Salary Information for Personnel

Ascentria Community Services, Inc.
Project 1: ESL

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Manager	Shirley Woodward	2	52	\$ 25.00	\$ 2,600.00
2	Program Director	Amy Marchildon	1	52	\$ 33.65	\$ 1,749.80
					Administrative TOTAL	\$4,349.80

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Lead ESL Teacher	Johanna Young	40	52	\$16.83	\$35,006.40
2	ESL Teacher	Rebecca Kidder	40	52	\$15.87	\$33,009.60
					Teacher TOTAL	\$ 68,016.00

Salary Information for Personnel

Ascentria Community Services, Inc.
Project 2: IET

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director	Amy Marchildon	1	52	\$33.65	\$1,749.80
					Administrative TOTAL	\$1,749.80

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education-Employment Specialist	To be hired	25	52	\$18.73	\$24,349.00
2	Cultural Orientation Instructor	Lynn Clowes	10	52	\$18.73	\$9,739.60
					Teacher TOTAL	\$34,088.60

Shirley Woodward, JD, MPH

EXPERIENCE

Ascentria Care Alliance. Concord, NH.

Program Manager, Services for New Americans

November 2013-present

- Oversee refugee resettlement services including casework, employment, cultural orientation, English Language classes, education, volunteer support and community outreach.
- Supervise 15-person team; responsible for workflow, training and personnel issues.
- Represent the organization and advocate for refugees in external meetings.

U.S. Department of State. Washington, DC.

Program Officer, Population, Refugees, and Migration

September 2010-November 2013

Presidential Management Fellow

September 2008-September 2010

- Responsible for \$260 million in humanitarian assistance for displaced Iraqis with team.
- Reviewed proposals, provide technical input, and negotiate objectives, indicators and budget with international organizations and NGOs.
- Wrote strategy documents, talking points and other reports on Iraqi displacement, returns and reintegration.
- Conducted field visits to monitor and evaluate programs and set programmatic and policy priorities.
- Liaised with advocacy groups, NGOs, United Nations agencies and U.S. government agencies.
- Reported on displacement and human rights during 4 month detail at Embassy Colombo, Sri Lanka.
- Researched United Nations (UN) legal issues including women, peace and security, due process in sanctions regimes, peacekeeping missions, commissions of inquiry and the role of regional organizations within the UN system during 3 month detail to the Office of the Legal Advisor.

United Nations High Commissioner for Refugees. Nairobi, Kenya.

Resettlement Intern

May-July 2007

- Performed legal research, analysis, and writing for refugee resettlement claims.

International Rescue Committee. North and South Kivu, Democratic Republic of Congo.

Gender-based Violence (GBV) Umbrella Grant Program Coordinator

February-July 2005

- Oversaw selection of Congolese community organizations for financial and technical support through a competitive call-for-proposals process.
- Provided formal and on-site training for community organizations on provision of quality GBV services, and organizational and financial management.

Save the Children/UK. Darfur, Sudan.

Gender-based Violence (GBV) Advisor

November-December 2004

- Led integration of GBV prevention and response into Protection and Health programs in camps.

American Refugee Committee. Sierra Leone and Guinea, West Africa.

Gender-based Violence (GBV) Study Coordinator, Sierra Leone

September-October 2004

- Coordinated follow-up study on GBV survivors who repatriated from Guinea to Sierra Leone.
- Developed questionnaire, recruited and trained surveyors, oversaw data collection, analyzed data and wrote report on results and program recommendations for improved protection during repatriation.

- Gender-based Violence (GBV) Program Coordinator, Guinea* *July 2002-June 2004*
- Managed support, follow-up and referrals for GBV survivors and sex workers in 3 refugee camps.
 - Oversaw provision of psychosocial counseling, healthcare, and vocational training for survivors.
 - Organized trainings and awareness campaigns on GBV and sexual exploitation for security forces, health care personnel, NGO workers, local leaders and camp community members.
 - Conducted baseline survey on legal aspects of GBV in camps in preparation for a Legal Clinic for refugee women. Designed questionnaire, supervised data collection, analyzed data, wrote report.
 - Coordinated with camp committee, local authorities, NGOs and the United Nations.
 - Recruited, hired, trained and supervised team of 50 national and refugee staff.

- U.S. Peace Corps.** Guinea, West Africa.
Health/Community Development Volunteer *June 1997-August 1999*
- Partnered with community on health education, construction of springs and girls' leadership initiatives.

EDUCATION AND PROFESSIONAL AFFILIATION

- Washington College of Law.** American University. Washington, DC.
JD *magna cum laude*, Order of the Coif, May 2008.
- *Public Interest/Public Service Scholar.* A three-year, full-tuition scholarship granted on the basis of academic excellence and dedication to public service.
 - *American University Law Review*, Senior Staff Member.

Bloomberg School of Public Health. Johns Hopkins University. Baltimore, MD.
MPH, May 2002.

- Brown University.** Providence, RI.
AB with honors in Public Policy. May 1997.
- \$2,500 Krieger Prize for outstanding senior thesis on a Latino community health worker program.

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

PUBLICATIONS

Woodward, Shirley. *Safe Passage. Repatriation and Reintegration: A follow-up study on Guinea ARC/CSI beneficiaries who repatriated to Sierra Leone.* Sierra Leone. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). November, 2004.

Woodward, Shirley. *ARC Community Safety Initiative Gender-based Violence Program in Guinea, West Africa: A Manual.* American Refugee Committee. August, 2004.

Woodward, Shirley, Dia, Seynabou, Barry, Aliou. *Legal Aspects of Violence against Refugee Women in Kissidougou Town and Albadaria camps: A KAP survey.* Guinea. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). March, 2004.

Amy E. Marchildon

EXPERIENCE

Ascentria Care Alliance. Concord, NH

Director, Services for New Americans. October 2007 – Present

- Oversee Refugee Resettlement Program and Health Profession Opportunity Project—a workforce development program.

Senior Program Manager. August 2005 – September 2007

- Supervised day-to-day operations of Refugee Program.

Case Manager/Match Grant Coordinator. September 2002–August 2005

- Coordinated core services and employment activities for refugees in compliance with Federal and State contracts.

Refugee Services of North Texas. Ft. Worth, TX

Director. January 2001 – July 2002

- Coordinated resettlement activities and supervised staff.
- Advocated for refugees at local and national levels.

Match Grant Coordinator. September 1999–December 2000

- Supervised employment program.
- Generated cash and in-kind donations.
- Developed system of documentation for program.

Immigration and Refugee Services of America. Ft. Dix, NJ

Caseworker. May – July 1999

- Registered newly arrived Kosovar refugees in Ft. Dix army base, NJ.
- Interviewed refugees and prepared cases for USCIS screening.
- Prepared travel packets for International Organization of Migration.

Austin Metropolitan Ministries. Austin, TX

Refugee Resettlement Case Manager. September 1996–May 1999

- Coordinated resettlement activities for newly arrived refugees.
- Prepared case status and financial reports.
- Recruited and coordinated volunteers.

Match Grant Coordinator. January 1998–May 1999

- Presented program objectives to church and community groups.
- Raised cash and in-kind donations.
- Prepared enrollment and case status reports.

Community Service Corps Volunteer Program. Syracuse, NY

Refugee Resettlement Caseworker. August 1994–August 1995

- Coordinated resettlement activities.
- Prepared case status and financial reports.

House Manager-Dorothy Day House. August 1994–August 1995

- Directed child day care program.

EDUCATION

Colby College. Waterville, ME

B.A. in Art History and Classics. Minor in Religion. 1994

ASSOCIATIONS

Association for Refugee Service Professionals. Member since 2010

VOLUNTEER

Zonta Club of Concord, NH Member since 2009

President, June 2014 – May 2016 / Board of Directors, 2010 to date

Johanna Harriman Young

RECENT EXPERIENCE:

3/2005-present Lead ESOL teacher	Services for New Americans Program Concord, NH
6/1996 – 2/2005 Production Manager, <i>The VOICE</i> And Network Administrator	Episcopal Diocese of Newark, NJ
9/1992 - 5/1994 Administrative Assistant	Educators for Social Responsibility New York
9/1985 - 8/1988 Office Manager	City College of New York Department of Social and Psychological Foundations

OTHER TEACHING:

Workshop Facilitator, Episcopal Peace Fellowship 2003 to 2005
Bergen Language Institute, Teaneck, N.J., part-time instructor, 1995
City College, N.Y. – ESL, adjunct 1986
Central Connecticut State University, Teaching Assistant, English Comp. 1983-85
Manchester Community College, CT, adjunct – ESOL 1984-85
Inlingua, Villingen, German, 1981-82

EDUCATION:

1992 Master of Divinity	Union Theological Seminary NY-New York
1985 Master's Degree Teaching English as a Second Language	Central Connecticut State Univ., New Britain, CT
1980 Bachelor's Degree German (major) and English (minor)	Georgetown University Washington, D.C.

REBECCA H. KIDDER

Professional Summary

Committed to teaching and creating multi-cultural awareness. A resourceful professional with a creative approach to develop a curriculum where individuals will reach success. Dedicated and approachable with a strong ability to welcome communication.

Education

Plymouth State College, Plymouth, NH

BS Elementary Education, Dean's List

Certified K-8, Experienced

Highly Qualified Teacher, NH; Letters of Eligibility: ESOL, General Special Ed.

Graduate courses UNH Manchester working toward ESOL certification:

Employment Experience

Ascentria Care Alliance, Concord, NH

2010 – present

- ELL teacher – adult program
- Spear headed an ASL class for clients
- Spearheaded a computer class focusing on:
 - Computer Literacy / mouse and keyboarding
 - Disabilities Coordinator for Agency/Adult Ed.
 - Coordinated with community agencies to meet with Deaf Clients.
 - Provided casework for clients and apartment setups
 - Met and welcomed new arrivals at the airport.
 - Ability to communicate with Clients in Native languages
-

MST GED examiner

2010- 2010

Manchester School of Technology

21st Century After School Program Manchester, NH

2009- 2010

Support staff/Adult ELL

ELL Tutor Concord, NH

2001 – 2009

Rundlett Middle School

Long-Term Substitute

2000 – 2001

Rundlett Middle School, Concord, NH, 7th Grade Science

Paraprofessional – Hooksett, NH

1998 – 2000

Substitute, Concord, Hooksett, Bow, School Districts

1996 - 1998

Title One Reading Tutor Concord High School

1995 – 1996

Long-Term Substitute, Bow, NH

1993 – 1994

Paraprofessional, Concord

1992 – 1993

Teacher, Pittsfield, NH; grade six

1978- 1984

Related Experience

Summer School ELL Tutor/ EYP Program Concord, NH

2000 - 2008

Volunteer Experience

- Provided transportation for New Americans and family member.
- Coached High school community basketball, Concord, NH ; providing transport, team leadership, and guidance
- Concord Multicultural Coalition, Concord, NH volunteer group
- ESOL Outreach, and Tutor
- BRING IT Program, INTI Soccer Academy, Manchester, NH
- Adult ELL Education – Manchester, NH

ADDITIONAL SKILLS

- **Microsoft, PPT, Excel**

Professional Memberships

TESOL of New Hampshire; List Serve

**Ascentria Care Alliance
Job Description**

Title: Education and Employment Specialist

Reports To: Employment Coordinator

Department: Services for New Americans

Category: Employment

Summary

Provides employment counseling and guidance to refugees. Assists in developing and implementing individualized employment plans. Maintains relationships with current employers and conducts research and outreach to identify new job opportunities. Designs and implements client vocational/pre-employment trainings based on specific employer needs. Participates in relevant community groups and organizations for networking and up-to-date employment information and trends. Completes and maintains documentation.

Essential Responsibilities

Client Services

- Assesses clients' aptitudes, interests, work skills, work experience, education, and/or degree of limitations to identify opportunities and challenges to employment.
- Coaches and prepares clients for finding suitable employment by developing job-search skills, resumes, effective interview skills, and an understanding of services available in the community and state including cross-cultural support sources.
- Assists clients in developing an employment plan, follows up with employed refugees to support retention or job upgrades.
- Conducts pre-employment orientation and budgeting sessions for newly arrived clients.
- Creates vocational curriculum and/or apprenticeship program tailored to client's skill levels and employers' needs, including job-related English as a second language.
- Implements trainings in a manner that keeps clients engaged and enhances their vocational readiness.

Job Development

- Maintains relationships with employer contacts through frequent communication and coordination.
- Researches employment opportunities; networks and develops relationships with potential employers; educates employers about the benefits of hiring refugees.
- Creates and supports connections with government agencies, business associations, churches and community members who may provide opportunities for clients to develop competencies, integrate learning and work, and to explore career possibilities.

Record keeping

- Completes, submits and maintains documentation in accordance with contractual standards and in a timely manner. Maintains client database and case files, including case notes,

contracts made on behalf of clients, and documents held for safekeeping on behalf of clients.

- Files progress and other administrative reports according to program procedures and according to deadline.

Other

- Supports case management team as needed.
- Performs other related duties incidental to the work described herein to help meet the goals of the program or the agency.

Qualifications

- Bachelor's Degree required. Training experience required. Experience in business, employment services, job development or human resources required.
- Restricted funding sources and rapidly changing political and regulatory requirements demand a creative approach to the delivery of services; innovation and creativity required.
- Ability to work sensitively and effectively in a multi-cultural/multi-lingual environment.
- Ability to work as a team member and independently.
- Ability to work in a fast-paced environment and respond to rapidly changing priorities throughout the day.
- Excellent oral and written communication skills.
- Diplomacy, tact and a sense of humor.
- Computer skills required.
- Must be willing to travel and scheduling flexibility required.
- Acceptable driving record check, valid driver's license, and an acceptable criminal background check.

I have read the above job description and I understand the requirements.

Employee Name Printed _____

Employee Signature _____ Date _____

HR/Supervisor Signature _____ Date _____

LYNN L. CLOWES

PROFESSIONAL EXPERIENCE

Ascentria Care Alliance 2012-present
Cultural Orientation Instructor. Deliver CO curriculum to newcomers in order to prepare them for life in new communities.
ESOL instructor and Training Projects Coordinator. Teach literacy and low beginner level English classes to newcomer refugee adults.

New Hampshire Minority Health Coalition 2000-2011
Director of the Cultural Competency Group. Design and run workshops for health, mental health, and human service providers to gain awareness, skills, and effectiveness in working with people from cultural backgrounds and socioeconomic classes distinct from their own. Train on working with interpreters, widening provider knowledge of cultural approaches to health care (including mental health care), and reducing barriers to health care that minorities face. Design and manage long-term contractual projects with agencies to improve their service to NH's minority populations, for example on domestic violence prevention in cultural communities, reducing disproportionate minority contact in juvenile justice services, and more. Write grants. Supervise staff and consultants.

International Institute of New Hampshire 2011-2012
ESOL instructor. Teach literacy level English class to newcomer refugee adults.

University of New Hampshire, Manchester 2011-13
Adjunct faculty. Taught course in Communication Arts department, entitled "AutoEthnography." Spring 2011. Teach course in Communication Arts department, entitled, "Cross Cultural Communication." Spring 2012.

Springfield College, Manchester NH 2002
Adjunct faculty. Teach foundation course for Human Services Masters Program, entitled "Building Multicultural Organizations and Communities."

EDUCATION

SCHOOL FOR INTERNATIONAL TRAINING, Brattleboro, VT. M.A. in International and Intercultural Management, February, 1997. Concentrations in Sustainable Development and Training. Coursework in *Organizational Behavior I and II*, *Cross Cultural Communication*, *Training of Trainers I and II*, *Human Resources Management*, *Financial Management*, *Global Economics*, *Sustainable Development*, *Environmental Management*. Master's thesis: *Black-White Dialogue About Race: Undoing or Abetting Racism?*.

UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA. B.A. in History, May 1988. Concentration in NonWestern History. Graduate courses in Appropriate Technology.

LANGUAGES: Working knowledge of Spanish, French, and Finnish. Native in English.

STATEMENT OF FINANCIAL POSITION AS OF
(BALANCE SHEET)

06/30/2016

WITH COMPARATIVE TOTALS AS OF

6/30/2015

	CURRENT OPERATIONS	PLANT	ENDOWMENT	CUSTODIAN	TOTAL THIS YEAR	TOTAL LAST YEAR
ASSETS						
1	Cash and Cash Equivalents	69,841			69,841	872,153
2	Accounts Receivable, Program Services	3,575,416			3,575,416	3,872,897
3	Allowance for Doubtful Accounts	(25,080)			(25,080)	(32,950)
4	Net Accounts Receivable, Program Services	3,550,336			3,550,336	3,839,947
5	Contributions Receivable					
6	Notes Receivable					
7	Prepaid Expenses	73,588			73,588	127,002
8	Other Accounts Receivable	766,424			766,424	599,095
9	Other Current Assets					349,500
10	Short-Term Investments					
11	TOTAL CURRENT ASSETS	4,460,189			4,460,189	5,787,697
12	Land, Buildings, and Equipment		2,313,473		2,313,473	2,205,444
13	Accumulated Depreciation		(1,496,599)		(1,496,599)	(1,624,750)
14	Net Land, Buildings and Equipment		816,874		816,874	580,694
15	Long-Term Investments					
16	Other Assets	665,920			665,920	389,613
17	Due From Other Funds					
18	TOTAL ASSETS	5,126,109	816,874		5,942,983	6,758,004
LIABILITIES AND NET ASSETS						
19	Accounts Payable	520,858			520,858	562,317
20	Subcontract Payable					
21	Accrued Expenses	999,243			999,243	1,473,429
22	Current Notes Payable					
23	Current Portion Long-Term Debt		31,404		31,404	37,707
24	Deferred Revenue	170,711			170,711	127,617
25	Other Current Liabilities	14,369			14,369	361,290
26	TOTAL CURRENT LIABILITIES	1,705,181	31,404		1,736,585	2,562,360
27	Long-Term Notes & Mortgage Payable		538,943		538,943	913,319
28	Other Liabilities					
29	Due to Other Funds					
30	TOTAL LIABILITIES	1,705,181	570,347		2,275,528	3,475,679
NET ASSETS						
31	Unrestricted	2,587,117	246,527		2,833,644	2,626,083
32	Temporarily Restricted	833,811			833,811	656,242
33	Permanently Restricted					
34	TOTAL NET ASSETS	3,420,928	246,527		3,667,455	3,282,325
35	TOTAL LIABILITIES AND NET ASSETS	5,126,109	816,874		5,942,983	6,758,004

See Accompanying Notes to the Financial Statements

ORGANIZATION : Ascentria Community Services, Inc.FEIN: 043566243STATEMENT OF ACTIVITIES FOR THE YEAR ENDED 06/30/2016 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED 06/30/2015

	UNRESTRICTED	TEMPORARILY RESTRICTED	PERMANENTLY RESTRICTED	TOTAL THIS YEAR	TOTAL LAST YEAR
REVENUES, GAINS, AND OTHER SUPPORT					
1 Contributions, Gifts, Legacies, Bequests & Special Events					
2 In-Kind Contributions					
3 Grants	21,840,195			21,840,195	23,239,065
4 Program Service Fees	13,598,641			13,598,641	12,971,720
5 Federated Fundraising Organization Allocation					
6 Investment Revenue					
7 Revenue from Commercial Products & Services	72,023			72,023	83,454
8 Other	282,562			282,562	495,213
9 Net Assets Released From Restrictions:					
10 Satisfaction of Program Restrictions	263,494	(263,494)		0	
11 Satisfaction of Equipment Acquisition Restrictions					
12 Expiration of Time Restrictions					
13 TOTAL REVENUE, GAINS, AND OTHER SUPPORT	36,056,915	(263,494)		35,793,421	36,789,452
EXPENSES AND LOSSES					
14 Administration (Management & General)	5,647,060			5,647,060	5,160,540
15 Fundraising	10,239			10,239	3,740
16 Total Program Services	30,514,164			30,514,164	31,295,345
17 TOTAL EXPENSES	36,171,463			36,171,463	36,459,625
18 Losses					275,683
19 TOTAL EXPENSES AND LOSSES	36,171,463			36,171,463	36,735,308
CHANGES IN NET ASSETS:					
20 Property & Equipment Acquisitions from Unrestricted Funds					
21 Transfer of Realized Endowment Fund Appreciation					
22 Return to Donor					
23 Other Increases (Decreases)	322,109	441,063		763,172	59,536
24 TOTAL CHANGES IN NET ASSETS	207,561	177,569		385,130	113,680
25 NET ASSETS AT BEGINNING OF YEAR	2,626,083	656,242		3,282,325	3,168,645
26 NET ASSETS AT END OF YEAR	2,833,644	833,811		3,667,455	3,282,325

See Accompanying Notes to Financial Statements

ORGANIZATION : Ascentria Community Services, Inc.

FEIN: 043566243

STATEMENT OF CASH FLOWS for the YEAR ENDED

06/30/2016

INDIRECT METHOD

		TOTAL
	Cash Flows from Operating Activities:	
1	Changes in Net Assets	207,561
	Adjustments to Reconcile Change In Net Assets to Net	
	Cash provided by/(used in) Operating Activities:	
2	Depreciation	117,249
3	Losses	
4	Increase/Decrease in Net Accounts Receivable	246,886
5	Increase/Decrease in Prepaid Expenses	53,414
6	Increase/Decrease in Contributions Receivable	
7	Increase/Decrease in Accounts Payable	(41,459)
8	Increase/Decrease in Accrued Expenses	(474,187)
9	Increase/Decrease in Deferred Revenue	43,094
10	Increase/Decrease in Subcontract Payable	(346,921)
11	Contributions Restricted for Long-Term Investment	
12	Net Unrealized and Realized Gains on Long-Term Investments	
13	Other Cash Used in/Provided by Operating Activities	(484,884)
14	Net Cash Provided by/(used in) Operating Activities	(679,247)
	Cash Flows from Investing Activities:	
15	Insurance Proceeds	
16	Purchase(s) of Capital Assets (Land, Bldgs. & Equip.)	(75,429)
17	Proceeds from Sale(s) of Investments	612,800
18	Purchase(s) of Investments	
19	Purchase(s) of Assets Restricted To Long-Term Investment	
20	Other Investing Activities	(84,708)
21	Net Cash Provided by/(used in) Investing Activities	452,663
	Cash from Financing Activities:	
	Proceeds from Contributions Restricted For:	
22	Investment in Endowment	
23	Investment in Term Endowment	
24	Investment in Plant (Land Bldgs. & Equip.)	
	Other Financing Activities:	
25	Contributions Restricted for Long-Term Investment	
26	Interest and Dividends Restricted for Reinvestment	
27	Payments on Notes Payable	
28	Payments on Long-Term Debt	(380,679)
29	Other Finance Payments/Receipts	(195,049)
30	Net Cash Provided by/(used in) Financing Activities	(575,728)

See Accompanying Notes to the Financial Statements

ORGANIZATION : Ascentria Community Services, Inc.

FEIN: 043566243

STATEMENT OF CASH FLOWS for the YEAR ENDED

06/30/2016

INDIRECT METHOD

31	Net Increase/(Decrease) in Cash and Cash Equivalents	<u>(802,312)</u>
32	Cash and Cash Equivalents at Beginning of Year	<u>872,153</u>
33	Cash and Cash Equivalents at End of Year	<u><u>69,841</u></u>

Supplemental Disclosure of Cash Flow Information:

34	Cash Paid During the Year for Interest	<u>38,640</u>
35	Cash Paid During the Year for Taxes/Other	<u> </u>

Supplemental Data for Noncash Investing and Financing Activities:

36	Gifts of Equipment	<u> </u>
37	Other Noncash Investing and Financing Activities	<u> </u>
38		<u> </u>
39		<u> </u>
40		<u> </u>

See Accompanying Notes to the Financial Statements


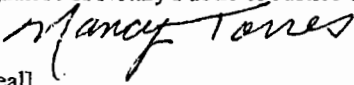
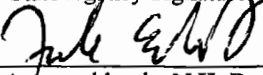
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Fuller Public Library		1.4 Contractor Address 29 School Street PO Box 43 Hillsboro, NH 03244	
1.5 Contractor Phone Number 603-464-5285	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$83,309.24
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robin Sweetser, Library Director	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Hillsborough</i> On <i>8-7-2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <i>8-9-17</i>		1.15 Name and Title of State Agency Signatory	
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>Eric B. McIntyre</i> On: <i>8/9/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-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 RMS
Date 8/7/17

EXHIBIT A

The Services

Services for Hillsborough Project LIFT will be provided at the Fuller Public Library at 29 School Street in Hillsborough as well as at The Grapevine Family & Community Resources Center in Antrim, the River Center in Peterborough and public libraries throughout the service area. Students receiving services are from Deering, Henniker, Hillsboro, Stoddard, Windsor, Washington, Antrim, Bennington, Frankestown and Peterborough.

Fuller Public Library, through Project LIFT, will provide the following services:

Project Descriptions

Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.

- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

FY18
45

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$38,217.04
Teaching Staff	17,472.00
Administrative Benefits	23,525.16
Teacher Benefits	1,336.60
Telephone	480.00
Internet	828.00
Postage	96.00
Workbooks & Printed Mediar	854.40
Digital Subscription	500.04
Totals	\$83,309.24

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$83,309.24
2. The total of all approved budgets within this contract period shall not exceed \$83,309.24 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.

9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$83,309.24

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$24,992.78
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$58,316.46</u>
	\$83,309.24

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council



Please respond to the Hillsborough office

June 9, 2017

Attorneys at Law
Russell F. Hilliard
James F. Raymond
Barton L. Mayer
Charles W. Grau
Heather M. Burns
Lauren Simon Irwin
Justin C. Richardson
Michael S. McGrath*
Peter W. Leberman
Jeanne S. Saffan**
Sabrina C. Beavens***
Susan Aileen Lowry
Michael P. Courtney
Brooke Lovett Shilo

To Whom It May Concern:

Re: Project LIFT

Project LIFT is an entity operating under the auspices of the Town of Hillsborough and the Fuller Public Library. Its purpose is to provide free literacy services to the most undereducated and underserved people in the greater Hillsborough area and surrounding towns. The Town of Hillsborough is the financial agent for Project LIFT; therefore, it is not a registered non-profit corporation with the Secretary of State of the State of New Hampshire.

Very truly yours,

Peter W. Leberman
pleberman@uptonhatfield.com

Of Counsel

Douglas S. Hatfield
Gary B. Richardson
John F. Teague

Concord Office

10 Centre Street
PO Box 1090
Concord, NH
03302-1090
603-224-7791
1-800-640-7790
Fax 603-224-0320

Hillsborough Office

8 School Street
PO Box 13
Hillsborough, NH
03244-0013
603-464-5578
1-800-672-1326
Fax 603-464-3269

PWL/dew

Portsmouth Office

159 Middle Street
Portsmouth, NH 03801
603-436-7046
1-877-436-6206
Fax 603-369-4645

Of Counsel Firms

Tower, Crocker & Smith, PA
Jaffrey, NH
Biodgett, Makechnie &
Lawrence, PLLC
Peterborough, NH

www.uptonhatfield.com
law@uptonhatfield.com

* Also admitted in MA

** Also admitted in MA & NY

*** Also admitted in FL

Certificate of Authority

1) I, Philip Daley, Chairperson of the Fuller Public Library Board of Trustees maintain that I have custody of and have examined and approved the documents in accordance to the grant agreement between Fuller Library Project LIFT Literacy Program and NH Department of Education, Bureau of Adult Education. All operations are examined by the Library Board of Trustees, including all financial statements. Trustee and signature of Robin Sweetser, Library Director, accompany any legal and/or financial documents in regard to the operations of Project LIFT. Chairperson of the Board of Trustees and Library Director have the authority to execute and sign any and all agreements between Project LIFT and NH Bureau of Adult Education.

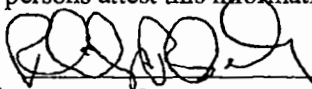
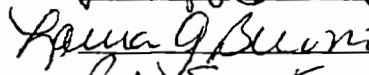
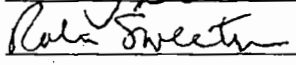
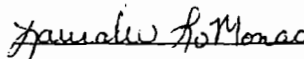
2) As Trustee Chairperson, I testify that Fuller Library adheres to all assurances rules and regulations required by the State of New Hampshire, Bureau of Adult Education, 21S. Fruit Street, Concord, NH 03301.

3) All documents regarding the Department of Education grant to the Fuller Library were examined and approved by the Library Trustees at a meeting on April 24, 2017. It is the Board of Trustees understanding that:

Fuller Library Project LIFT Adult Learner Services will enter into an agreement with the NH Department of Education to provide ABE, HiSET preparation, ESL, and college and career transition educational services to individuals most in need in the greater Hillsborough area.

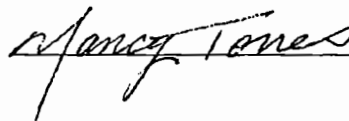
4) The Town of Hillsborough, NH serves as fiscal agent for Fuller Public Library and Project LIFT Adult Learner Services. All financial records are audited each fiscal year.

5) The following persons attest this information is complete and true:

 Philip Daley, Trustee Chair
 Laura G. Buono, Town Administrator
 Robin Sweetser, Library Director
 Lauralee Lamonoco, Financial Admin.

On 8-7, 2017, before the undersigned officer, appeared to have the authority to execute and authorize this certificate.

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

 _____ Notary Public



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Hillsborough PO Box 7 Hillsborough, NH 03244		Member Number: 200	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit	NH Statutory Limits May Apply If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2017	1/1/2018	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident	\$2,000,000	
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Education 21 South Fruit St, Ste 20 Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/13/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Fuller Public Library
29 School Street – P.O. Box 43
Hillsborough, NH 03244
(603) 464-3595
director@fullerlibrary.info

Fuller Public Library Board of Trustees

Philip Daley, Chairperson

Benjamin Ainslie

Attorney Melinda Gehris

Norma Hubbard, Treasurer

Robert Woolner, Recording Secretary

Trustees Serve Without Compensation.

Salary Information for Key Personnel

Project LIFT (Fuller Public Library)

Project: ALS

	Administrative					
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Coordinator	Patricia Bush	35.24	42	\$25.00	\$36,999.04
					Administrative TOTAL	\$36,999.04

Paid Staff

Patricia Welch Bush:

Project LIFT - Adult Learner Services Coordinator

The Coordinator is a three-quarter time position, and requires the ability to work flexible hours including evenings. The position requires a minimum of a bachelor's degree in an appropriate field of study with experience in teaching or tutoring. Management experience is preferred. The Coordinator reports to the library director and trustees, and also collaborates with and provides information to the Town of Hillsboro business office as well as the Town Administrator in order to maintain records necessary for operation of the program. The Coordinator must speak English, be a US Citizen or legal alien, and have a valid driver's license.

Primary Responsibilities

- Reporting to library director and trustees as necessary;
- Drafting and administering the budget, including all aspects of the finance of the programs;
- Act as program Disabilities Coordinator;
- Establish programs offered and schedules;
- Intake of new students;
- Meeting with potential students and tutors;
- Determining and procuring the materials necessary for program operations;
- Assure program personnel receive required trainings and professional development;
- Assure that educational materials/curricula are aligned with Career and College Readiness Standards (CCRS);
- Preparing an emergency plan to secure safety of students, staff, and building;
- Collaborate with area agencies, schools, and WIOA partners to provide educational services that lead to career pathways;
- Remaining informed of the state laws concerning adult education;
- Appealing to surrounding communities for annual donations and invoice towns;
- Maintain program demographics/statistics;
- Public relations such as: advertising, media campaigns, student and tutor recruitment;
- Soliciting customer feedback;
- Office management including hiring staff;
- Grant writing and administration;
- Providing feedback and guidance to all tutors and paid staff;
- Teaching and tutoring as needed;
- College and Career Readiness Standards (CCRS) advising.



Roberts & Greene, PLLC

INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Selectmen
Town of Hillsborough
Hillsborough, New Hampshire

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Hillsborough, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

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 opinions on these financial statements based on our audit. 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 of material misstatement.

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

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

Basis for Adverse Opinion on Governmental Activities

As discussed in Note I.B.3 to the financial statements, management has not recorded the capital assets in the governmental activities and, accordingly, has not recorded depreciation expense on those assets. Accounting principles generally accepted in the United States of America require that those assets be capitalized and depreciated, which would increase the assets, net position, and expenses of the governmental activities. The amount by which this departure would affect the assets, net position, and expenses of the governmental activities has not been determined.

As also discussed in Note I.B.3. to the financial statements, management has not determined its liability or annual cost for postemployment benefits other than pensions (OPEB) in governmental activities. Accounting

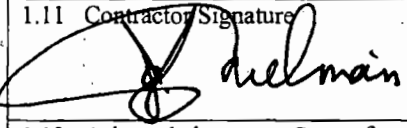
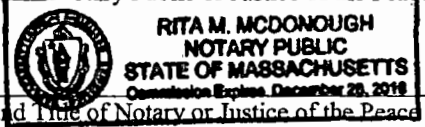
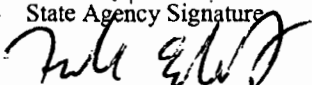
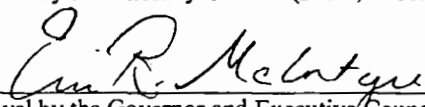
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 1850 Elm Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-647-1500	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$848,128.47
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>August 8, 2017</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]		Rita M. McDonough	
1.13.2 Name and Title of Notary or Justice of the Peace Rita M. McDonough, Notary			
1.14 State Agency Signature  Date: <u>8-9-17</u>		1.15 Name and Title of State Agency Signatory	
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>8/9/17</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 JT
Date 8/8/07

EXHIBIT A

The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 1850 Elm Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

International Institute of New England in Manchester will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ESL program:

FY18
125

Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as “speaking English less than ‘very well’” or “without US citizenship”, without a high school diploma or those who are unemployed from US Census’s American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - Adult Education and Literacy Activities
 - Workforce preparation activities

- Occupationally-specific workforce training activities
- Classes must have a minimum of eight active enrollments and plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline

Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the IET program:

FY18
50

Project 3: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.

- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.

- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the IELCE program:

FY18
50

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18
Administrative	\$ 62,425.25
Counseling Staff	35,360.00
Teaching Staff	157,248.00
Administrative Benefits	14,357.81
Counseling Benefits	8,132.80
Teacher Benefits	36,167.04
Cleaning Services	773.28
Repairs & Maintenance	354.48
Rent	26,160.00
Rental of Equipment	160.80
Telephone	1,964.64
Advertising	-1,800.00
Printing	1,800.00
Energy Utilities	3,813.00
Books & Information	9,375.00
Office Supplies	625.00
Furniture	17,070.00
New Computers	2,980.00
Smart Board	5,000.00
Replacement Computers	5,625.00
Indirect Cost	39,119.21
Totals	\$ 430,311.31

ESTIMATED PROJECT 2 (IET)	FY18
Administrative	\$ 39,594.98
Counseling Staff	31,200.00
Teaching Staff	31,200.00
Administrative Benefits	9,106.85
Counseling Benefits	7,176.00
Teacher Benefits	7,176.00
Cleaning Services	432.00
Repairs & Maintenance	216.00
Rent	10,258.92
Telephone	864.00
Advertising	1,200.00
Printing	1,200.00
Travel	200.00
Energy Utilities	1,553.52
Books & Information	3,750.00
Office Supplies	1,250.00

New Furniture	6,769.72
SmartBoard	5,000.00
New Computers	4,160.00
Replacement Computers	1,562.50
Indirect Costs	16,387.05
Totals	\$ 180,257.54

ESTIMATED PROJECT 3 (IELCE)	FY18
Administrative	\$ 31,371.58
Counseling Staff	35,360.00
Teaching Staff	74,880.00
Administrative Benefits	7,215.45
Counseling Benefits	8,132.80
Teacher Benefits	17,222.40
Cleaning Services	378.72
Repairs & Maintenance	173.52
Rent	13,080.00
Rental of Equipment	79.20
Telephone	963.36
Advertising	900.00
Printing	900.00
Travel	200.00
Energy Utilities	1,898.76
Books & Information	3,750.00
Office Supplies	250.00
New Furniture	8,535.00
SmartBoard	5,000.00
New Computers	2,860.00
Replacement Computers	2,812.50
Indirect Cost	21,596.33
Totals	\$ 237,559.62

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$848,128.47.
2. The total of the approved budget shall not exceed \$848,128.47 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.

5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$848,128.47

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$254,438.55
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$593,689.92</u>
	\$848,128.47

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

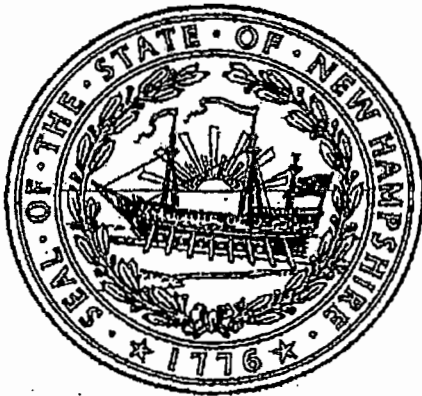
1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. 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: 739194



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Deborah Shufrin, Assistant Clerk/Secretary of International Institute of New England, Inc., do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on June 22, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: International Institute of New England, Inc. will enter into a contract with the NH Department of Education to provide English as Second Language, Integrated Education & Training, and Integrated English Literacy and Civics Education. This resolution shall remain in effect until specifically revoked.

That: The International Institute of New England, Inc.'s Board of Directors has named Jeffrey Thielman as having authority to sign the contract with the New Hampshire Department of Education.

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

Jeffrey Thielman, President and CEO

Rita McDonough, CFO

Alexandra Weber, Chief Program Officer

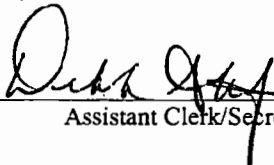
William Krause, Secretary/Clerk

Deborah Shufrin, Assistant Secretary/Clerk

Zoltan Csimma, Board Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Clerk/Secretary of the Corporation this 8 day of August, 2017.

(Corporate Seal if any)


Assistant Clerk/Secretary

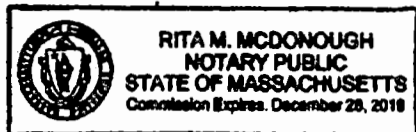
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

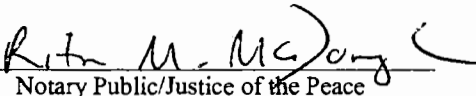
STATE OF MASSACHUSETTS

COUNTY OF Suffolk

On August 8, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Assistant Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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




Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2017

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED International Institute of New England, Inc. 2 Boylston Street, Ste. 3 Boston, MA 02116	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: W2614323** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PHPK1649669	05/05/2017	05/05/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPIOP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PHPK1649669	05/05/2017	05/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property Business Income/Extra Expense	N	N	PHPK1649669	05/05/2017	05/05/2018	\$399,616 \$3,225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education
 21 South Fruit Street, Suite #20
 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
Jula M Powers



INTEINS-05

CWOODSIDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2017

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

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

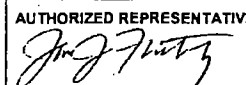
PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Patricia Condon	
	PHONE (A/C, No, Ext): (781) 792-3243	FAX (A/C, No):
	E-MAIL ADDRESS: patricia.condon@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURED International Institute Of New England, Inc. 2 Boylston Street, 3rd floor, Boston, MA 02116	
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6JUB9975L65416	10/01/2016	10/01/2017	<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

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

CERTIFICATE HOLDER NH Department of Education 21 South Fruit Street, Suite #20 Concord, NH 03301	CANCELLATION 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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**International
Institute of
New England**

BOARD OF DIRECTORS

Douglas Bailey, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Christine Brennan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Zoltan Csimma, Board Vice-Chair
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Jean Franchi, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Ginger Gregory, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Taeiss Haghghat, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Rushna Tejani Heneghan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Julie Hogan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Amy Hsuan
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Stephen Kasmouski
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

Shari Loessberg
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617)-695-9990

William Krause, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Rita McDonough, Treasurer (non-voting)
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Frederick Millham, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Directors Serve Without Compensation.





**International
Institute of
New England**

Deborah Shufrin, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

David Sullivan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Jeffrey Thielman, President and CEO
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Michael Wyzga, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Salary Information for Key Personnel

International Institute of New England
Project 1: ESL

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education Manager	Vanessa Rashid	22.60	52	\$24.04	\$28,251.81
2	Project Manager	Molly Short Carr	5.60	52	\$31.25	\$9,100.00
3	Support Administrator	To be Hired	22.50	52	\$17.50	\$20,475.00
Administrative TOTAL						\$57,826.81

Counseling Staff						
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education and Career Navigator	To be hired	40	52	\$17.00	\$35,360.00
Counseling TOTAL						\$35,360.00

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Instructor 1	Kayla Stewart	40	52	\$24.00	\$49,920.00
2	Instructor 2	Irina von Becker	30	52	\$24.00	\$37,440.00
3	Instructor 3	Vanessa Rashid	26	52	\$24.00	\$32,448.00
4	Instructor 4	To be hired	30	52	\$24.00	\$37,440.00
Teacher TOTAL						\$ 157,248.00

International Institute of New England
Project 2: IET

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Employment and Training Manager	To be hired	24.00	52	\$24.04	\$30,001.92
2	Program Manager	Molly Short Carr	1.60	52	\$31.25	\$2,600.00
3	Support Administrator	To be hired	6.25	52	\$17.50	\$5,687.50
					Administrative TOTAL	\$38,289.42

Counseling Staff						
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Job Training Specialist #1	Asraa Abdulwahab	10	52	\$20.00	\$10,400.00
2	Job Training Specialist #2	Sarah Bates	10	52	\$20.00	\$10,400.00
3	Job Training Specialist #3	Irina Von Becker	10	52	\$20.00	\$10,400.00
					Counseling TOTAL	\$31,200.00

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Job Training Specialist #1	Asraa Abdulwahab	10	52	\$20.00	\$10,400.00
	Job Training Specialist #2	Sarah Bates	10	52	\$20.00	\$10,400.00
3	Job Training Specialist #3	Irina Von Becker	10	52	\$20.00	\$10,400.00
					Teacher TOTAL	\$31,200.00

International Institute of New England
Project 3: IELCE

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education Manager	Vanessa Rashid	11.43	52	\$24.04	\$14,288.41
2	Program Manager	Molly Short Carr	2.80	52	\$31.25	\$4,550.00
3	Support Administrator	To be hired	11.25	52	\$17.50	\$10,237.50
					Administrative TOTAL	\$29,075.91

Counseling Staff						
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education and Career Navigator	To be hired	40	52	\$17.00	\$35,360.00
					Counseling TOTAL	\$31,200.00

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Instructor 2	Irina von Becker	10	52	\$24.00	\$12,480.00
2	Instructor 4	To be hired	10	52	\$24.00	\$12,480.00
3	Instructor 5	To be hired	40	52	\$24.00	\$49,920.00
					Teacher TOTAL	\$74,880.00

Vanessa Rashid

Summary

Accomplished ESL teacher with extensive experience in developing curriculum for English language and cultural classes. Exceptional background in designing highly interactive learning opportunities for students, specifically in the areas of reading and writing.

Accomplishments

Collaborated with department and faculty members to design a year-round standards-based curriculum.

Implemented a creative art/literacy ESL writing curriculum to reach across all language levels for student success.

Coordinated with school leadership team to develop and implement school-wide goals for improvement.

Partnered with community and government agencies to create a contextualized health care English/occupational training program.

Experience

- | | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/2013 – Present | International Institute of New England – Manchester, NH, Education Manager

Interviewed, hired, trained, and evaluated ESL instructors for adult education. Planned and revised ESL curriculum across beginning literacy through advanced levels. Participated in Adult Education director meetings and professional development workshops. Coordinated with area partners to improve and organize resources available to increase student learning and work force readiness preparation. |
| 11/2011 – 11/2013 | Plymouth State University - Plymouth, NH, IELTS Examiner
Performed and rated speaking portion of international English language tests for language learners. Rated written portion of international English language tests for language learners. Maintained professional approach while creating comfortable environment for testing. |

09/2000 - 12/2003 **Manchester School District - Manchester, NH, ESL Teacher**
Employed kinesthetic, visual and auditory approaches to make lessons interesting and interactive. Taught English language skills to students from kindergarten age through adulthood. Organized supplementary materials in English for all students. Integrated technology as an instructional tool, including the Smartboard.

09/2000 - 12/2003 **Manchester Community College - Manchester, NH , ESL Adjunct Instructor**

Taught adult college-level ESL students from beginner through advanced.

01/1997 - 08/1999 **International Institute of NH - Manchester, NH, Resettlement Coordinator**
Performed essential resettlement services for newly arrived refugees. Supervised multicultural and multilingual staff.

Education

1997 Notre Dame College - Manchester, NH, USA

Master of Education: TESOL

Coursework in English Grammar, Linguistics and Language Development-
Certified ELL Instructor

1991 University of NH - Durham, NH, USA

Bachelor of Arts: Art History

Minor in Italian language

Graduated Magna Cum Laude

Completed a year of intensive art and language study in Italy

Molly Short Carr

EXECUTIVE SUMMARY

Innovative non-profit leader with experience in large and small organizations focused on organizational development and shaping dedicated teams with a shared vision:

- Opened and established two field offices for national organizations in New York and Montana.
 - Coordinated delivery of services across multiple social service agencies, government offices, and community partners.
 - Strategically managed staff growth of 200 over a two-year period for a \$22 million international organization serving sub-Saharan Africa.
 - Increased service capacity and grew annual budget from \$600,000 to \$4 million for a mid-size non-profit.
-

EMPLOYMENT HISTORY

Program Director, Manchester, International Institute of New England March 2017 – Present
Manchester, New Hampshire

Lead program staff in the delivery of services to refugees and immigrants throughout Southern New Hampshire with a focus on strengthening program management.

Executive Director, International Rescue Committee in Missoula July 2016 – February 2017
Missoula, Montana

Established and lead a new office with a comprehensive approach to community relations, program compliance, client service delivery, and strategic planning.

- Established the foundations of a refugee resettlement program in the State of Montana.
- Engaged with community leaders, local service providers, and local government to prepare for and welcome refugees.
- Developed operational policies to inform program compliance and accountability.
- Engaged public through events, educational settings, information forums, and media outlets to raise awareness and dispel misinformation about the refugee resettlement program.
- Created a structured mentoring program to connect volunteer with newly arriving refugee families to support community integration.

Deputy Director for Administration, CWS Africa October 2014 – July 2016
Nairobi, Kenya

Led and managed administrative team of 35 staff in human resources, finance, information technology, logistics, and property management to support operations across sub-Saharan Africa.

- Locally integrated a new Job Classification System to support performance management programs across platforms.
- Oversaw the implementation of a new Human Resource Information System.
- Coordinated the opening of a satellite office in Kasulu, Tanzania.
- Oversaw the development and submission of the annual budget, \$22 million for FY2016.
- Designed and implemented a strategic approach to hire and on-board 122 new employees over a three-month period to meet funder requirements.
- Coordinated with international partners to support teams operating in over 36 countries.
- Enhanced performance management processes including recruitment, performance evaluations, disciplinary procedures, and benefits management.
- Supported and enhanced staff professional development through coaching, mentoring and training programs.

Cultural Orientation Coordinator, CWS Africa May 2014 – October 2014
Nairobi, Kenya

Molly Short Carr

Managed the Cultural Orientation training team delivering services to refugees processed for US resettlement throughout sub-Saharan Africa.

- Implemented new English Language training programs in Rwanda and Tanzania.
- Assured the effectiveness of the cultural orientation programming in compliance with US State Department guidelines by delivering culturally appropriate curriculum to a diverse audience in 36 countries.

Executive Director, Journey's End Refugee Services
Buffalo, NY

July 2008 – May 2014

Developed and led a dynamic, full service organization, implementing innovative approaches to overcome barriers to success for resettled refugees and the larger community.

- Expanded operational budget from \$600,000 to \$4 million through innovative program development and strong fiscal accountability.
- Built wrap-around services that supported refugees from arrival through citizenship with vocational training, English language instruction, employment services, and extended case management support.
- Negotiated new opportunities and partnerships with Buffalo Public Schools to increase capacity to support refugee youth from kindergarten to college.
- Designed and implemented a legal service program with multiple partners to support the needs of the refugee community.
- Guided the staff, partners, and Board of Directors in annual strategic planning and goals development.
- Established refugee forums to incorporate the voice of the refugee community in program development.

Field Office Director, US Committee for Refugees and Immigrants
Albany, NY

April 2005 – June 2008

Established a new field office on behalf of USCRI to support resettlement in the Capital Region of New York State.

- Implemented programs that enhanced the delivery of services to vulnerable refugee populations.
 - Developed and maintained budget and guided fundraising efforts including grant management.
 - Provided services and case management to support local integration.
-

EDUCATION

Niagara University, Lewiston, NY

Expected spring 2018

Doctorate of Philosophy in Policy and Leadership

Medaille College, Buffalo, NY

May 2011

Masters of Arts in Organizational Leadership

Canisius College, Buffalo, NY

May 2002

Bachelor of Arts in Political Science and International Relations

PROFESSIONAL AFFILIATIONS

At Risk Housing Coalition, Missoula, MT, Executive Committee

University of Arizona, Tucson, AZ, Research Consultant

University at Buffalo, Buffalo, NY, Adjunct Professor

Leadership Buffalo, Buffalo, NY, Class Experience

Canisius College Social Justice Advisory Committee, Buffalo, NY, Advisory Member

Niagara Frontier Transportation Authority Advisory Committee, Buffalo, NY, Advisory Member

Buffalo English Language Learners Network Committee, Buffalo, NY, Fiscal Advisor and Member

Buffalo Business First 40 Under Forty, Buffalo, NY

Episcopal Migration Ministries National Advisory Council, New York City, NY, National Committee Member

Support Administrator

Reports to: Program Director

Supervision: College and Career Navigators

Status: Exempt

Overview:

The Support Administrator works closely with program staff and the Education and Employment and Training Managers to maintain the administration of the programming.

Qualifications:

- Bachelor's degree required.
- 1-3 years experience in program administration.
- 1-3 years experience in adult education/ESL programming preferred.
- Excellent leadership, management and supervision skills.
- Outstanding communication, team-building, and conflict resolution skills.
- Strong writing and presentation skills.
- Commitment to advancing human rights and humanitarian work.
- Experience working across languages and cultures, able to demonstrate cultural competency.
- Experience with cost/benefit analysis.
- Computer skills including proficiency in Microsoft Word, Excel, and Outlook.
- Experience with data-entry and related systems; familiarity with Apricot preferred.
- Flexible availability— willingness to work evening and weekends as required.

Duties and Responsibilities:

- Responsible for overseeing data management for ESL, IELCE, and IET programs including tracking of student progress and outcomes in Apricot.
- Work closely with the Education and Employment and Training Manager to build a robust recruitment strategy for ESL, IELCE, and IET instruction.
- Enroll participants in education and skills training programming.
- Develop an Individual Learning Plan for each new enrollee to guide instructors and coaches in support of the individual student needs and goals.
- Ensure participants are placed in appropriate levels of instruction by administering CASES pre-test.
- Capture student progress and learning growth through CASES testing throughout services and at program exit.
- Provide support and leadership to program Education and Career Navigators working to support student progress by removing barriers to success.

Education and Career Navigator

Reports to: Support Administrator

Status: Non-exempt

Overview:

Education and Career Navigators will provide academic and career coaching, case management, and referral services to students enrolled in the IET, ESL, and IELCHE Programs in order to support them in attaining goals set. These positions provide administrative support to the Support Administrator and serves as liaison between students and staff.

These positions will work at one of the three IINE Manchester Adult Learning Centers. All Navigators engage in ongoing, job-embedded, and collaborative professional learning and other required trainings. Navigators are expected to support College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals.

Qualifications:

- Bachelor's Degree in Human Services, Counseling, Education, or related field.
- Minimum of 2 years of related experience in client coaching particularly in college and career readiness.
- Strong counseling skills required.
- Minimum of 1 year of adult teaching experience, preferably with immigrant populations.
- Strong computer skills required.
- Excellent organizational, verbal, written, and interpersonal skills.
- Ability to prioritize duties in a fast-paced environment.
- Proficiency in additional languages a plus.
- Candidate must have dedication to the human rights of refugees, immigrants, and asylees.
- Self-motivated, able to work in a team and independently.
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to coaching
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration
- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Assist students to set and meet goals, in particular (but not limited to) those interested in college and career planning.
- Provide information to students about career planning, educational opportunities, and personal goal setting strategies.
- Build relationships with training providers, career centers, community colleges, and other community agencies to facilitate referrals to skills training and educational opportunities.
- Develop written education, career, and family (ECF) plans for all students.
- Establish positive and trusting relationships with students by fostering student accountability and effective use of resources.
- Assist students with career research and planning, including job search and placement.
- Monitor student participation in meeting goals and meet with students to assess progress.
- Coordinate workshops and activities that supplement and support instructional curriculum, including those activities related to community planning.
- Provide weekly support to the Distance Learning component of the program.
- Maintain hard-copy and electronic records (in SMARTT) with complete confidentiality and accuracy, including intakes, student enrollment, goals, student assessments
- Attend academic advising trainings, required funding meetings/conferences, site and program meetings.
- Coordinate activities for interns/volunteers, including creating materials for small group sessions and field trips.
- Attend regular calibration sessions for CASAS and TABE Clas-E Writing.
- Perform other related duties as needed including assisting with administering and scoring evaluations, maintaining the wait list, and providing weekly attendance updates.

Kayla Stewart

SKILLS SUMMARY

- ◆ Teaching English as a Foreign Language (TEFL)
- ◆ Time & Classroom Management
- ◆ Lesson Planning
- ◆ Lead Extra-Curricular Activities
- ◆ Multi-Tasking & Organizing
- ◆ Team Building & Working
- ◆ Grant Writing
- ◆ Conversational Swahili & Spanish

RELATED WORK EXPERIENCE

Adult ESL & Citizenship Instructor: *International Institute of New England, Manchester, NH* October 2015 to Present

- ◆ Teach Literacy, Intermediate, College & Career Readiness, and Citizenship Preparation to refugees/immigrants
- ◆ Create student-centered lessons using Microsoft PowerPoint/Word; calculate/record grades in Microsoft Excel
- ◆ Develop curriculum, efficient methods to track students' progress, and visual teaching materials
- ◆ Mentor undergraduate and graduate students studying TEFL or TESOL and organize ESL volunteers
- ◆ Propose ideas to grant writers on writing an addendum of current citizenship grant to meet realistic goals in the future, how to avoid problems in future grants, and how to monitor progress throughout the fiscal year
- ◆ Speak to various groups in Manchester to recruit students for taking the Naturalization/Citizenship Test
- ◆ Create flyers, registration forms, curriculum forms, timeline and data tracking sheet to fulfill citizenship grant

Teaching English as a Foreign Language (TEFL) College Instructor: *Peace Corps China* July 2013 to June 2015

- ◆ Teach Courses: English Speaking & Listening, Pronunciation, and Western Culture to 30-63 students each class.
- ◆ Create authentic, engaging, active, student-centered English-related lesson plans, worksheets, quizzes, and exams.
- ◆ Create a safe, creative, and structured classroom environment by encouraging students to work in small groups.
- ◆ One-on-one tutor sessions/counseling with lower-level confidence students in English/peer interaction skills.

TEFL Teacher Training Program Instructor: *Peace Corps China* July 2014

- ◆ Teach Courses: Pronunciation, American Education, and Western Culture to 300 English teachers.
- ◆ Introduce new English teaching techniques/language skills by creating student-centered English-related lessons.
- ◆ Build English teachers' confidence in English speaking by being flexible and considerate of teachers' needs.

VOLUNTEER EXPERIENCE

Volunteer Advisory Committee (VAC) Chair: *Peace Corps China* September 2014 to June 2015

- ◆ Communicate with Country Director (CD) and Peace Corps (PC) China Staff to identify issues in volunteer training programs which includes, but is not limited to training procedures, editing policies and emails.
- ◆ Communicate often with members to maintain transparency of news/developments from office
- ◆ Facilitate tri-annual VAC meetings/training sessions with CD and PC staff, both face-to-face and on Skype.
- ◆ Set agenda for meetings by preparing/distributing meeting agenda in advance; collect concerns/suggestions
- ◆ Follow-up with VAC Representatives and PC staff regarding actionable items after VAC meetings.

Gender Equality Women Empowerment(GEWE)Newsletter Educational Writer Chair: *Peace Corps China* May 2014 to May 2015

- ◆ Create culturally sensitive lesson plans relating to GEWE within the Chinese cultural context.
- ◆ Publish peer-edited lesson plans in the Peace Corps China GEWE monthly newsletter, named *Voices*.
- ◆ Attend monthly Skype meetings to pitch ideas and receive/give constructive feedback for other writers' pieces
- ◆ Advise fellow volunteers by brainstorming ways to solve difficulties within their women's group/starting a group

5th Annual Nu Women's Summit Grant Writer: *Peace Corps China* April 2014 to October 2014

- ◆ First of the PC China volunteers to successfully write and complete a grant on the PCGO intranet website.
- ◆ Advise PC China volunteers and new/current Peace Corps China staff members on using PCGO and the process of writing PCPP grants during Pre-Service/In-Service face-to-face training sessions, Skype, and/or phone calls.

English Corner Leader: *Peace Corps China* September 2013 to May 2015

- ◆ Lead meetings encouraging varied-level group of English students/teachers to continue their studies out of class.
- ◆ Host American-themed holiday parties, Halloween, Thanksgiving, and Christmas, in order to fulfill the 2nd Goal of the Peace Corps Mission—to share and educate host country nationals about USA culture.

Beginning Swahili: *Teacher's Assistant at University of Florida* May 2012 to August 2012

- ◆ Assist professor in making interactive lesson plans and attend classes for speaking and/or listening exercises.
- ◆ Tutor students out of class, make worksheets, quizzes, and additional practice exercises for individuals.
- ◆ Translate the introduction of "Life Without Limits" from English to Swahili once a week with the professor

Kayla Stewart

EDUCATION

- Southern New Hampshire University**—Manchester, NH March 2017-Present
Masters of Science in Teaching English as a Foreign Language (TEFL)
- University of Oregon**— Coursera.org May 2013 to June 2013
Statement of Accomplishment with Distinction
“Shaping the Way We Teach English, 2: Paths to Success in English Language Teaching”
- University of Oregon**— Coursera.org April 2013 to May 2013
Statement of Accomplishment with Distinction
“Shaping the Way We Teach English, 1: The Landscape of English Language Teaching”
- University of Florida**— Gainesville, FL June 2008 to August 2012
Bachelor of Science in Animal Biology
Minor in African Studies
Sponsored by Florida Medallion Scholars Award
- Study Abroad**—Michigan State Training Centre for Development Co-Operation in Arusha, Tanzania June 2011 to August 2011
Coordinated by Michigan State University
Completed Intensive/Advanced Kiswahili Course
Sponsored by Fulbright Hayes Scholarship

PROFESSIONAL DEVELOPMENT

- College & Career Readiness Train the Trainer**—Manchester, NH December 2016-Present
Sponsored by New Hampshire Mentor Teaching Team
Hours Earned: On-Going
- New Staff Training Part I**—Concord, NH January 2016
Sponsored by New Hampshire Mentor Teaching Team
Hours Earned: 7
- Curriculum Workshop**—Nashua, NH January 2016
Sponsored by New Hampshire Mentor Teaching Team
Hours Earned: 3

EMPLOYMENT & SALARY HISTORY

- International Institute of New England**—Manchester, NH October 2015 to Present
Full-Time English as a Second Language (ESL) Instructor
Part-Time Citizenship Instructor
- Peace Corps Volunteer**—Jiangyou Preschool Educators College, China July 2013 to July 2014
Full-Time College TEFL Instructor
- Oaks Veterinary Hospital**—Gainesville, FL March 2012 to May 2013
Full-Time Animal Care Nurse/Head Technician/Trainer

Irina Lopukhina von Becker

Summary of Qualifications:

- Decisive, energetic instructor with expertise in developing and implementing curricula, lessons, and language learning programs and achieving desired results
- 20 years of professional experience in teaching, interpreting, tutoring, academic and career/job counseling with a diverse students and clients (10-65 years old)
- Content expertise in world languages, culture, history and political studies, and experience teaching students about cultures and concepts that broaden their worldview
- Excellent research and analytical skills supported by knowledge of MS Word, MS Excel, Internet Explorer, Outlook Express, PowerPoint; familiarity with Smart Board technology, Blackboard and PLATO online learning platforms
- Student-centered teacher with awareness of and compassion for diverse students with a range of learning styles; promotes a culture of proactive improvement, innovation, creativity and learning
- Articulate presenter with strong written, verbal and interpersonal skills
- Multilingual: English (full professional proficiency), Russian/Ukrainian (native speaker), German (limited working proficiency)

Professional Experience:

Teaching

- 2016 - Present **ESOL Consultant/Instructor**, Residential Pilot Program, Easter Seals, Manchester, NH
- 2013 - Present **ESOL Instructor/MS - TEFL Student Mentor**, International Institute of NE, Manchester, NH
Manchester Community College, Manchester, NH
- 1994 - 2010 **Private Tutor (ESOL/Russian/English/History/Social Sciences)**, Ukraine/USA
- 2003 - 2007 **Substitute Teacher**, Manchester School District, Manchester, NH
- 1996 - 2002 **Instructor**, Zaporizhzhya State University & Lyceum # 15, Zaporizhzhya, Ukraine

- Developed and implemented structured language instructions (basic/survival level through advanced/professional level of proficiency) to students, emphasizing the development of speaking, listening, reading and writing communicative skills
- Taught, performed research projects and developed curricula including proficiency-oriented learning activities in ESOL, US Citizenship, Russian, Cultural Studies, Theory and Practice of Translation, British and American Studies, Russian/World History, Political Studies, Social Sciences, Literature, job/career counseling
- Evaluated students' abilities, interests using tests, records, interviews and enrolled into the English language courses making sure that students are aware of academic expectations before enrollment
- Adapted teaching methods and authentic instructional materials to meet students' varying needs, abilities, and interests; mentored student teachers
- Prepared instructional materials using various teaching methods including web-based learning and outcome tracking platforms
- Conducted and participated in workshops, briefings and conferences resulting in event reports

Academic/Employment Counseling/Training

- 2014 - 2015 **Consultant/Dept. of NH Employment Security Trainer**
Public Consulting Group/Health multiple NHES locations, NH

- Provided outreach/education of local organizations/companies/schools and training to NHES staff with assistance to agency clientele in applying/enrolling in a Marketplace health insurance plan
- Reported overall participation/performance rates to program oversight personnel
- Navigated state agency clientele through the NH Health Insurance Marketplace/Medicaid/Medicare and help them with enrollment

Professional Experience (continued):

2008 - 2014 **Employment Counselor Specialist**
State of NH DHHS NHEP /Southern NH Services Manchester, NH

2007 - 2008 **Employment Counselor**
Workforce Investment Act/ Southern NH Services Manchester, NH

- Assessed and evaluated individuals' skills, aptitudes, work experience, education, personality traits, cultural factors, language barriers, and degree of physical, social and emotional limitations
- Collected, analyzed and reported data on the performance of clients assigned to different program activities; created reports as required and made recommendations
- Implemented records management program for filing, protection and retrieval of records; assured compliance with WIA/NHEP/ACA program requirements
- Evaluated, integrated and applied changing policies and procedures of NHEP and WIA to maximize services to participants; monitored programs and policies to meet the healthcare and human service needs of disadvantaged and refugee population
- Administered, interpreted and scored standardized tests of NHEP and WIA participants to determine their abilities and skills
- Entered and maintained accurate and up-to-date data on all participants and program services using New Heights, Bridges, E-teams (the computerized data management system), tracking individual progress and compliance with the state and federal regulations and requirements

Interpreting/Translating

1992 - 2013 **Interpreter/Translator, Zaporizhzhya, Kiev, Ukraine / Manchester, NH**

- Provided Russian/Ukrainian/English interpreting and translation services in business, healthcare and social service settings
- Collaborated with international development organizations
- Networked and built relationships with key contacts of organizations and companies

Education:

Zaporizhzhya State University Ukraine
Master of Arts, English Language and Literature (Summa Cum Laude) GPA: 3.96/4.0

Zaporizhzhya State University Ukraine
Master of Arts, History and Social Sciences (Summa Cum Laude) GPA: 3.95/4.0

Certificates:

- Work Ready NH Certification 2016
- Matching Grant Certification/Reception and Placement Certification by USCRI 2015
- Microsoft Office Applications and Project Management Fundamentals 2014
- Certified Health Insurance Marketplace Application Counselor 2014/2015
- Teaching Civics and Citizenship to Immigrants 2012
- Families and Addiction 2011
- Assertiveness - Skills for Managers and Supervisors 2007
- How to Handle Conflict and Confrontation 2007
- Business Grammar for Busy Professionals 2007
- State of New Hampshire Experienced Educator Certificate in History and Social Studies 2006

Instructor, ESL Program

Reports to: Education Manager

Status: Non-exempt

Overview:

Instructors are responsible for the development and implementation of curriculum in adult English as a Second Language with integration of college and career readiness skills. Instructors are responsible for preparing students for the successful completion of their classes and transition to college and career.

This position will work primarily during daytime hours at one of the three IINE Manchester Adult Learning Centers. All ESL Instructors engage in ongoing, job-embedded, and collaborative professional learning, which includes coaching in addition to other required trainings. ESL students come to the program seeking English skills and preparation for college and career. ESL Instructors are expected to integrate College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals. All instruction is expected to be standards-based, student-centered, and contextualized to ensure the classes are rigorous, pertinent, and meaningful for students.

Qualifications:

- Bachelor's Degree in related field required; related MA preferred
- Certification in a Teachers of English to Speakers of Other Languages (TESOL) field required
- Ability to model accurate American English pronunciation and grammar required
- At least one year of adult ESL teaching experience preferably with immigrant populations; experience with non-literate learners
- Outstanding communication skills including written, verbal, and presentation skills
- Demonstrated organizational and logistical experience
- Excellent computer skills including Microsoft Word, Excel, and PowerPoint required
- Interest in international, refugee, and asylee issues
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult Basic Education and/or ESL instruction
- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to instruction; maintain cohesive, multi-level diverse groups
- Strong content knowledge in math, writing, reading, and/or ESL
- Curriculum development
- Contextualized instruction
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration

- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Instructional material evaluation and selection techniques
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Design and implement high quality curriculum and instruction for adult learners that is flexible, student-centered, standards-based, rigorous, and contextualized
- Integrate CCR skills and computer literacy
- Deliver instruction to students using a variety of methods; adjust teaching styles to meet the needs of a diverse student population using adult learning theory/principles and content knowledge in ESL
- Prepare instructional materials, lesson plans, and classroom presentations in support of students achieving educational goals
- Administer standardized and formative assessments; assess student needs and goals; determine student placement in program; evaluate student skills; and, assess student progress for program continuation or completion
- Facilitate the process of critical thinking and reflection
- Complete accurate and timely data collection and reporting
- Facilitate goal-setting activities with students to set and monitor goal achievement
- Facilitate student persistence with individualized support
- Develop, research, review, and/or revise curriculum; select textbooks, equipment, and materials including evaluation of alternative delivery methods of instruction
- May serve as a resource for instructional staff throughout the program in specialized areas of instruction
- Represent Adult Basic Education Program and at conferences, state committees, and/or various types of work groups
- Establish and maintain a classroom environment conducive to student learning
- Engage in collaborative professional learning and continuing education to facilitate student achievement
- Adjust learning options for individuals with special needs, physical, and/or psychological differences
- Set up/break down classrooms or other physical activity related specifically to the subject being taught
- Perform other duties of a similar nature or level as required
- Coordinate instruction with other components/programs within workforce development to ensure that clients have maximum opportunities to improve their communication and job readiness skills, gain employment, and advance towards their career goals.

Employment and Training Manager

Reports to: Program Director

Supervision: Employment Specialists and Industry Training Specialists

Status: Exempt

Overview:

The Employment and Training Manager utilizes data-driven and outcome-focused management to guide employment and training programs at the Manchester site. Working closely with the Program Director, Program Administrator, and Education Manager, the Employment and Training Manager oversees the operations of the site's employment and industry training services, including program planning and development, contextualized skills training services, employer recruitment and partnership, staff recruitment and supervision, and program performance, monitoring and evaluation.

Qualifications:

- Bachelor's degree required in Non-Profit Management, Business, Social Services or closely related field; Master's degree preferred.
- 2-5 years program management, preferably managing manufacturing, healthcare and/or hospitality sector employment and skills training programs, departments or organizations; specific experience in developing and managing successful employment programming preferred.
- Excellent leadership, management and supervision skills.
- Outstanding communication, team-building, and conflict resolution skills.
- Strong writing and presentation skills.
- Commitment to advancing human rights and humanitarian work.
- Experience working across languages and cultures, able to demonstrate cultural competency.
- Experience with cost/benefit analysis.
- Computer skills including proficiency in Microsoft Word, Excel, and Outlook.
- Experience with data-entry and related systems; familiarity with Apricot preferred.
- Flexible availability— willingness to work evening and weekends as required.

Duties and Responsibilities:

- Responsible for the planning, development, and implementation of employment and training services programming, including grant and contract development, reporting, and policy setting for program activities.
- Recruit employers and build placement pipelines and partnerships

- Develop industry-specific contextualized training programs in the areas of manufacturing, healthcare, and hospitality
- Provide direct oversight and management of program grants and contracts.
- Supervise the day-to-day operations of programs across the two programming areas by developing systems and procedures that respond to diverse client needs.
- Monitor required documentation, data collection, and reporting for contracts/programs and ensure that programs are in compliance with IINE goals and contractual guidelines.
- Assess and evaluate program effectiveness and outcomes to ensure responsiveness to client needs. Work with program staff to implement program modifications to reflect contractual regulations, client needs, and the IINE mission and goals.
- Develop recruitment strategies to engaged new students, both refugees and immigrants, in employment and training services.
- Supervise and evaluate direct reports, indirectly supervise all program staff.
- Provide guidance, support and leadership to program staff including regular performance feedback and supporting individual team member's goals.
- Oversee screening and management of program interns and volunteers.

Experience

International Institute of New England – Case Specialist, Employment Services Manchester, NH – October 2016 – Present

Responsible for teaching participants the skills necessary to retain employment based on qualifications and experiences. Assist IINE clients in career development while helping to increase their level of self-sufficiency including an intake of their strengths and barriers, and identification of strategies and supports to address the barriers.

Primary accomplishments encompassed:

- Job preparation, training, search, placement, and retention services that help clients prepare for and access quality jobs and careers.
- Organizes and analyzes information about local employers through records of interviews and professional sources to appraise their interest and abilities for employment planning.
- Responsible for submitting client case notes within 24 hours of service provided, with the understand that case notes may be viewed by program director and state refugee agencies.
- Attended weekly staff meetings, to provide input to the rest of the team, to support staff, interns and volunteers to share responsibilities that contribute to the success of the department.
- Enroll participants into Refugee for Cash Assistance (RCA) within 10 days of arrival to United States and/OR Refugee Targeted Assistance (TAG) to assist in reaching self-sufficiency at the earliest date possible after arriving to the United States.
- Offer employment to clients who are enrolled in the Matching Grant program as needed.
- Complete employment intake with each client and discuss employment history, educational background, and availability to work.

Fourth Judicial District– Law Enforcement Interpreter

Boise, ID – July 2011 – October 2017

Working alongside judges, attorneys and lawyers, not only an expert knowledge of both English and Arabic, but so is the ability of communicate and understand legal terminology at meetings, preliminary hearings, depositions and verdicts. Serve as a member of the Fourth Judicial District and act as a professional in performing language assistance for prisoners, defendants and plaintiffs in civil proceedings, criminal proceedings, traffic violation proceedings, arraignments, pretrial conferences and trials; using simultaneous and consecutive modes. Occasionally, construct sight translations for the benefit of the court documents including, but not limited to court petitions, waivers, rights and other documents.

Aspen Mental Health LLC – Community Based Rehabilitation and Case Management

Boise, ID – January 2016

– April 2016

Responsible for delivery of Cultural Orientation, Interpreter Services for AMH with a coverage area of Idaho. Worked as a specialist to assist clients in developing skills necessary to live independently, or in preventing movement to a more restrictive living situation. Facilitate communication and coordination services and advocate for those who aren't able to advocate for themselves. Effectiveness provided self-support and self-advocacy; while assured the safety and well being through regular communication with colleagues working in the field.

Primary accomplishments encompassed:

- Coordinated interpreter services by ensuring the smooth flow of procedures and regulations.
- Identify client's need; while coordinate and link services behalf of those needs.
- Reviewed intakes, assessment and completed assessment per program requirements.
- Supported and enhanced staff on behalf of the refugees' community through education, mentoring and preparation.

National Interpreting Service: Luke Hospital, BTB Language Solutions Inc., Pioneer Health Resources, Housing Authority and ID School Districts

Boise, ID – July 2011- November 2016

Responsible for all aspects of interpreting modes in setting such public health, community-based events and assignments within the education and social services sectors. In addition, worked as a member to demonstrated cultural competency; provided leadership and support to staff in regards of exercise independent judgments when dealing with Middle Eastern individuals; including language, traditions, values, family systems and care outcomes.

Provided guidance in the refugee resettlement process to advocates, healthcare professionals and CBRS workers, to improve services that are provided to refugees and immigrants in Idaho.

Primary accomplishments encompassed:

- Collaborated with medical providers and patients by interpreting what each part is trying to convey to the other.
- Translated patient materials and informational brochures issued by hospitals and medical facilities into another language.
- Effectively transition between conduit, clarify, cultural broker and advocacy roles as needs.
- Maintained assertive communication through the act of serving as the primary contact among all professionals to develop and delivers organizational issues related to refugees program
- Attended conferences and meetings and act as official interpreter to mediate discussion.
- Identified, defined and developed appreciative to those who are acculturated and assimilated with culture

Education

Bachelor of Arts (BA) in Communication

Boise State University

Boise, ID – December 2015

Certificate in Macro Practices for Refugee Services: Intro to Refugee Program Supervision & Management

Boise State University

Boise, ID – May 2015

USCRI Reception & Placement Certification and USCRI Matching Grant Certification

U.S. Committee for Refugees and Immigrations

Nationally Accredited Bridging the Gap Medical Interpreter: A 40- hour workshop where qualified interpreters can prepare for the national certification exam for medical interpreters

Certificate in All Medicaid Matrix Training Program Courses

Zion's Health Care

Boise, ID – May 2015

Additional Experience

Boise State University- Cultural Journalist: The Arbiter

Spring 2015

Researched and developed weekly articles about immigrants, refugees, international affairs and international cultural activities. While Proofread correspondence newsletter articles; including multi-cultural festivals and art shows. Liaised with publishing supervisor and other journalist.

United States National Guards, Yakima, Washington – Role Player (Contactor, Summer 2012)

Sarah D. Bates

EDUCATION

University of New Hampshire, Durham, NH

Masters of Arts in Community Development Policy and Practice, expected September 2017

William Smith College, Geneva, NY

Bachelor of the Arts in Economics and Environmental Studies *cum laude*, May 2011

University of New Hampshire, Durham, NH – Summer Courses in Summer 2010

Study Abroad: University of East Anglia, Norwich, United Kingdom, Fall 2009

HONORS

Inducted into Omicron Delta Epsilon, an International Honor Society in Economics.

President's Civic Leadership Award

SKILLS

Proficient in Microsoft Word, Excel, PowerPoint, and Outlook. Some Quickbooks and Photoshop experience.

WORK EXPERIENCE

International Institute of New England, Manchester, NH

Case Specialist, Employment Services, May 2015 – current; *Volunteer*, March 2015-May 2015

- Refugee resettlement agency which offers a wide-range of services to newly-arrived Americans.
- Provide case management and employment services by offering one-on-one job coaching, pre and post-employment support services, job readiness class, and job referrals.
- Support case management team by helping with airport pickups, apartment setups, home visits, transportation to appointments and other services as needed.
- Teach a weekly job readiness class that enables our clients to understand the various nuances of work in the U.S. from work ethic to job applications to tax forms to basic banking to job safety etc.
- Coordinate with local employers to find suitable employment opportunities for clients.
- Develop lasting relationships with employers to enable them to see the value of employing our clients.
- Help clients to assess their goals and make an employability plan that aligns with their aspirations.

Thomas Bates Accessories, Greenland, NH

Website Manager and Office Assistant, Spring 2011-June 2014

- Provided administrative and marketing assistance for a small apparel-accessory company.
- Worked directly with a professional website development team to create an entirely new website.
- Managed the backroom of the website, updated the home page, and took new photos.
- Monitored and updated all social media outlets (Facebook, Twitter, and Pinterest) and conducted email blasts.
- Entered invoices, orders, and performed basic bookkeeping in QuickBooks.

The Main Idea at Camp Walden, Denmark, ME

Camp Counselor and Lifeguard, August 2012

- Tuition free camp experience for low-income, primarily inter-city girls, ages 9 to 14.
- Worked as a mentor and role model for a cabin of 9 year olds for 10 days; most of whom had never been to summer camp or an outdoor environment.
- Encouraged all the girls at the camp to try new things by teaching swimming, canoeing, and kayaking as one of the certified lifeguards.

U.S. Small Business Administration, Concord, NH

Office Intern, Summer 2009

- Provided administrative assistance to the NH District office of the SBA.
- Developed spreadsheets and reports regarding the SBA loan activity within the state of NH.
- Led a counseling session at the NH Secretary of State's office to educate the public on the various services provided by the SBA.

Instructor, Integrated English Literacy and Civics Education Program

Reports to: Education Manager

Status: Non-exempt

Overview:

Integrated English Literacy and Civics Education Program Instructors are responsible for the development and implementation of curriculum in adult English as a Second Language with the integration of college and career readiness skills that target functioning effectively as parents, workers, and citizens in the United States. Instructors are responsible for preparing students for citizenship and civic participation through ESL instruction.

This position will work primarily during evening hours at one of the three IINE Manchester Adult Learning Centers. All IELCE Instructors engage in ongoing, job-embedded, and collaborative professional learning, which includes coaching in addition to other required trainings. IELCE students come to the program seeking English skills and preparation for college and career. IELCE Instructors are expected to integrate College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals. All instruction is expected to be standards-based, student-centered, and contextualized to ensure the classes are rigorous, pertinent, and meaningful for students.

Qualifications:

- Bachelor's Degree in related field required; related MA preferred
- Certification in a Teachers of English to Speakers of Other Languages (TESOL) field required
- Ability to model accurate American English pronunciation and grammar required
- At least one year of adult ESL teaching experience preferably with immigrant populations; experience with non-literate learners
- Outstanding communication skills including written, verbal, and presentation skills
- Demonstrated organizational and logistical experience
- Excellent computer skills including Microsoft Word, Excel, and PowerPoint required
- Interest in international, refugee, and asylee issues
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to instruction; maintain cohesive, multi-level diverse groups
- Strong content knowledge in math, writing, reading, and/or ESL
- Curriculum development
- Contextualized instruction
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration

- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Instructional material evaluation and selection techniques
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Design and implement high quality curriculum and instruction for adult learners that is flexible, student-centered, standards-based, rigorous, and contextualized
- Integrate CCR skills, computer literacy, and civics
- Deliver instruction to students using a variety of methods; adjust teaching styles to meet the needs of a diverse student population using adult learning theory/principles and content knowledge ESL and civics
- Prepare instructional materials, lesson plans, and classroom presentations in support of students achieving educational goals
- Administer standardized and formative assessments; assess student needs and goals; determine student placement in program; evaluate student skills; and, assess student progress for program continuation or completion
- Facilitate the process of critical thinking and reflection
- Complete accurate and timely data collection and reporting
- Facilitate goal-setting activities with students to set and monitor goal achievement
- Facilitate student persistence with individualized support
- Develop, research, review, and/or revise curriculum; select textbooks, equipment, and materials including evaluation of alternative delivery methods of instruction
- May serve as a resource for instructional staff throughout the program in specialized areas of instruction
- Represent Adult Basic Education Program and at conferences, state committees, and/or various types of work groups
- Establish and maintain a classroom environment conducive to student learning
- Engage in collaborative professional learning and continuing education to facilitate student achievement
- Adjust learning options for individuals with special needs, physical, and/or psychological differences
- Set up/break down classrooms or other physical activity related specifically to the subject being taught
- Perform other duties of a similar nature or level as required
- Coordinate instruction with other components/programs within workforce development to ensure that clients have maximum opportunities to improve their communication and job readiness skills, gain employment, and advance towards their career goals.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Financial Position
September 30, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Current Assets:		
Cash - operating	\$ 897,308	\$ 321,480
Grants, contracts and other receivables	763,475	456,169
Prepaid expenses and other	27,203	27,286
Cash - escrow	-	500,000
Short-term investments	-	1,260,000
Total current assets	1,687,986	2,564,935
Investments	8,129,057	8,782,486
Property and Equipment, net	2,080,248	55,008
Security Deposits	92,764	6,000
Total assets	<u>\$ 11,990,055</u>	<u>\$ 11,408,429</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 388,266	\$ 46,850
Accrued expenses	311,762	1,481,596
Current portion of deferred rent and lease incentive	110,782	-
Deferred revenue	37,409	9,439
Total current liabilities	848,219	1,537,885
Deferred Rent and Lease Incentive, net of current portion	1,063,224	-
Total liabilities	<u>1,911,443</u>	<u>1,537,885</u>
Net Assets:		
Unrestricted:		
Operating	9,374,814	9,689,240
Property and equipment	678,351	55,008
Total unrestricted	10,053,165	9,744,248
Temporarily restricted	25,447	126,296
Total net assets	<u>10,078,612</u>	<u>9,870,544</u>
Total liabilities and net assets	<u>\$ 11,990,055</u>	<u>\$ 11,408,429</u>

The accompanying notes are an integral part of these combined statements.

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**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2016 and 2015

	2016			2015		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues:						
Contract services	\$ 4,075,093	\$ -	\$ 4,075,093	\$ 4,071,098	\$ -	\$ 4,071,098
Donated goods and services	786,536	-	786,536	577,429	-	577,429
Grants and contributions	83,517	139,895	223,412	44,793	365,776	410,569
United Way allocation	115,679	-	115,679	116,820	-	116,820
Special events	93,659	-	93,659	193,891	-	193,891
Miscellaneous	33,483	-	33,483	1,698	-	1,698
Rental income	-	-	-	433,536	-	433,536
Net assets released from program restrictions	240,744	(240,744)	-	468,779	(468,779)	-
Total revenues	5,428,711	(100,849)	5,327,862	5,908,044	(103,003)	5,805,041
Expenses:						
Program services	4,422,262	-	4,422,262	4,411,729	-	4,411,729
General and administrative	1,259,198	-	1,259,198	891,753	-	891,753
Fundraising	317,974	-	317,974	216,240	-	216,240
Facilities	-	-	-	707,067	-	707,067
Total expenses	5,999,434	-	5,999,434	6,226,789	-	6,226,789
Changes in net assets from operations	(570,723)	(100,849)	(671,572)	(318,745)	(103,003)	(421,748)
Non-Operating Revenue (Expenses):						
Net investment gain (loss)	785,728	-	785,728	(534,458)	-	(534,458)
Capital grants	-	93,912	93,912	-	-	-
Net assets released from capital restrictions	93,912	(93,912)	-	-	-	-
Gain on sale of building, net of related income taxes of \$1,231,525	-	-	-	10,650,189	-	10,650,189
Amortization of financing fees	-	-	-	(184,549)	-	(184,549)
Total non-operating revenue (expenses)	879,640	-	879,640	9,931,182	-	9,931,182
Changes in net assets	308,917	(100,849)	208,068	9,612,437	(103,003)	9,509,434
Net Assets:						
Beginning of year	9,744,248	126,296	9,870,544	131,811	229,299	361,110
End of year	<u>\$ 10,053,165</u>	<u>\$ 25,447</u>	<u>\$ 10,078,612</u>	<u>\$ 9,744,248</u>	<u>\$ 126,296</u>	<u>\$ 9,870,544</u>

The accompanying notes are an integral part of these combined statements.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

**Combined Statements of Cash Flows
For the Years Ended September 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 208,068	\$ 9,509,434
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net realized and unrealized (gains) losses on investments	(785,728)	534,458
Gain on sale of building	-	(11,881,714)
Depreciation and amortization	54,180	341,859
Amortization of lease incentive	(18,464)	-
Capital grants	(93,912)	-
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(212,806)	(56,353)
Prepaid expenses and other	83	(7,734)
Security deposits	(86,764)	-
Accounts payable	19,025	(211,987)
Accrued expenses	61,691	1,242,863
Deferred rent	84,648	-
Deferred revenue	27,970	(10,882)
	<u>(742,009)</u>	<u>(540,056)</u>
Net cash used in operating activities		
Cash Flows from Investing Activities:		
Investment purchases	(4,430,297)	(10,576,944)
Proceeds from sale/transfer of investments	7,129,454	-
(Increase) decrease in cash - escrow	500,000	(500,000)
Acquisition of property and equipment	(1,757,029)	(44,211)
Proceeds from sale of building	-	17,766,479
Unrelated business income taxes paid	(1,231,525)	-
	<u>210,603</u>	<u>6,645,324</u>
Net cash provided by investing activities		
Cash Flows from Financing Activities:		
Proceeds from lease incentive	1,013,322	-
Capital grants	93,912	-
Principal payments on long-term debt	-	(6,531,318)
	<u>1,107,234</u>	<u>(6,531,318)</u>
Net cash provided by (used in) financing activities		
Net Change in Cash	575,828	(426,050)
Cash:		
Beginning of year	<u>321,480</u>	<u>747,530</u>
End of year	<u>\$ 897,308</u>	<u>\$ 321,480</u>
Supplemental Disclosure of Cash Flow Information:		
Property and equipment financed through accounts payable	<u>\$ 322,391</u>	<u>\$ -</u>
Cash paid for interest	<u>\$ -</u>	<u>\$ 174,524</u>
Cash paid for unrelated business income taxes	<u>\$ 1,231,525</u>	<u>\$ 96,225</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2016
(With Summarized Comparative Totals for the Year Ended September 30, 2015)

	2016			2015	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 1,852,580	\$ 655,462	\$ 106,815	\$ 2,614,857	\$ 2,547,584
Donated services	557,583	109,868	26,399	693,850	533,695
Payroll taxes and fringe benefits	320,791	41,150	18,116	380,057	402,959
Purchased and contracted services	89,425	187,265	62,887	339,577	239,827
Recruitment	5,188	17,796	50	23,034	72,777
Total personnel and related	2,825,567	1,011,541	214,267	4,051,375	3,796,842
Occupancy:					
Rent and utilities	276,332	95,936	16,904	389,172	265,247
Depreciation	18,109	4,105	1,932	24,146	146,132
Equipment rental	12,414	-	-	12,414	13,403
Repairs and maintenance	763	10,132	-	10,895	54,675
Mortgage interest	-	-	-	-	174,524
Real estate taxes	-	-	-	-	85,711
Total occupancy	307,618	110,173	18,836	436,627	739,692
Other:					
Client assistance	1,029,865	-	-	1,029,865	1,209,710
Donated goods	92,686	-	-	92,686	43,734
Professional fees	1,128	68,195	227	69,550	63,463
Special events	-	-	61,937	61,937	59,066
Supplies and materials	47,553	11,675	2,367	61,595	77,964
Travel, meetings and conferences	35,085	15,774	3,341	54,200	57,180
Insurance	15,360	29,455	214	45,029	61,184
Telephone	39,886	1,658	-	41,544	33,974
Depreciation and amortization	18,361	7,408	4,265	30,034	11,178
Dues and subscriptions	5,781	1,250	5,410	12,441	13,073
Printing	-	-	5,755	5,755	-
Miscellaneous	2,368	843	500	3,711	17,938
Postage	1,004	1,226	855	3,085	3,607
Income taxes	-	-	-	-	38,184
Total other	1,289,077	137,484	84,871	1,511,432	1,690,255
Total expenses	\$ 4,422,262	\$ 1,259,198	\$ 317,974	\$ 5,999,434	\$ 6,226,789

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2015

	Program Services	General and Adminis- trative	Fundraising	Facilities	Total
Personnel and Related:					
Salaries	\$ 1,825,111	\$ 559,779	\$ 68,169	\$ 94,525	\$ 2,547,584
Donated services	533,695	-	-	-	533,695
Payroll taxes and fringe benefits	288,664	88,557	10,784	14,954	402,959
Purchased and contracted services	111,070	60,541	61,716	6,500	239,827
Recruitment	740	71,927	110	-	72,777
Total personnel and related	2,759,280	780,804	140,779	115,979	3,796,842
Occupancy:					
Rent and utilities	210,640	-	-	54,607	265,247
Depreciation	-	-	-	146,132	146,132
Equipment rental	12,663	-	-	740	13,403
Repairs and maintenance	325	-	-	54,350	54,675
Mortgage interest	-	-	-	174,524	174,524
Real estate taxes	-	-	-	85,711	85,711
Total occupancy	223,628	-	-	516,064	739,692
Other:					
Client assistance	1,209,710	-	-	-	1,209,710
Donated goods	43,734	-	-	-	43,734
Professional fees	548	51,780	1,115	10,020	63,463
Special events	-	-	59,066	-	59,066
Supplies and materials	69,086	8,237	358	283	77,964
Travel, meetings and conferences	49,463	7,394	323	-	57,180
Insurance	8,171	30,312	500	22,201	61,184
Telephone	33,805	169	-	-	33,974
Depreciation and amortization	988	5,854	-	4,336	11,178
Dues and subscriptions	9,403	645	3,025	-	13,073
Miscellaneous	2,846	5,027	10,065	-	17,938
Postage	1,067	1,531	1,009	-	3,607
Income taxes	-	-	-	38,184	38,184
Total other	1,428,821	110,949	75,461	75,024	1,690,255
Total expenses	\$ 4,411,729	\$ 891,753	\$ 216,240	\$ 707,067	\$ 6,226,789

The accompanying notes are an integral part of these combined statements.

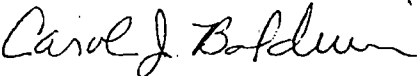
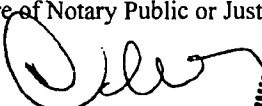
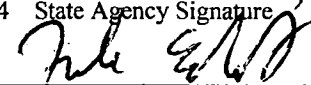
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Nashua Adult Learning Center, Inc.		1.4 Contractor Address 4 Lake Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-9080	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$827,870.45
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carol J. Baldwin, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>August 7, 2017</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 			
1.13.2 Name and Title of Notary or Justice of <u>New Hampshire</u> <u>DEBRA TRYBE, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-9-17</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: <u>E. B. McIntyre</u> On: <u>8/10/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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.

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

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

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brookline.

Nashua Adult Learning Center in Nashua will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and July 15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Handwritten: Jumper
CAB
8-7-2017

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ABE program:

FY18
246

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ESL program:

FY18
349

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ALS program:

FY18
138

Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

FY18
349

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Administrative	\$56,721.60
Counseling Staff	22,495.20
Teaching Staff	208,386.48
Administrative Benefits	12,223.00
Counseling Benefits	6,286.95
Teacher Benefits	23,964.60
Repairs & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Travel	1,980.00
Energy Utilities	22,200.00
Books & Information	15,600.00
Indirect Cost	37,543.78
Totals	\$412,981.61

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	\$35,999.04
Teaching Staff	87,801.09
Administrative Benefits	7,839.90
Teacher Benefits	10,097.15
Repair & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Energy Utilities	22,200.00
Books & Information	15,600.00
Replacement Computers	21,600.00
Indirect Cost	20,671.72
Totals	\$227,388.90

ESTIMATED PROJECT 3 (ALS)	FY18
Administrative	\$36,000.00
Administrative Benefits	11,540.00
Telephone	500.00
Postage	500.00
Travel	500.00
Energy Utilities	9,000.00
Books & Information	2,500.00
Workbooks & Printed Media	400.00
Digital Subscription	500.00
Indirect Costs	6,144.00
Totals	\$67,584.00

ESTIMATED PROJECT 4 (IELCE)	FY18
Counseling Staff	\$22,495.20
Teaching Staff	64,774.29
Counseling Benefits	7,287.00
Teacher Benefits	7,458.00
Energy Utilities	4,500.00
Books & Information	2,500.00
Indirect Cost	10,901.45
Totals	\$119,915.94

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$827,870.45.
2. The total of the approved budget shall not exceed \$827,870.45 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$827,870.45

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System. Programs are monitored monthly by the Bureau of Adult Education.

Funding Source:

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants – Federal	<u>FY 2018</u>
06-56-56-565010-2535-601-500931 State Fund Match	\$248,361.14
	<u>\$579,509.31</u>
	\$827,870.45

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 61851



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 June A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

I, Mary DeRoche, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following is a true and complete copy of the resolution adopted by a quorum of the board of directors of the corporation via written consent on February 21, 2017 which consent was obtained in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into a contract with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
5. The following persons lawfully occupy the offices indicated below:

Rachel Guill	President
Alvin Oasan	Vice President
Mary DeRoche	Secretary
Chad Theroux	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this

7th day of August 2017.

Mary V. DeRoche
Secretary – Mary DeRoche

(Corporate Seal, if any)

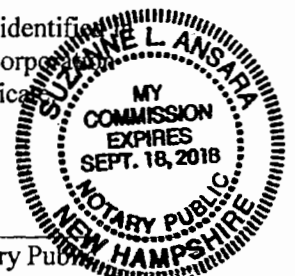
(If the Corporation has no seal, the Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On August 7, 2017, before me the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that 5 he executed the foregoing certificate.

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

[Signature]
Justice of the Peace/Notary Public





NASHUA ADULT LEARNING CENTER, INC.

BYLAWS

As Amended June 21, 2011

ARTICLE I: STATEMENT OF PURPOSE AND NON-DISCRIMINATION

The Nashua Adult Learning Center, Inc. is a private, non-profit corporation organized to provide relevant educational programs for disadvantaged and undereducated area residents, and day care for their children. The overall goal of the corporation is an educated, employable populace. Specific purposes are as follows:

To provide academic programs enabling adults and teens to increase their basic educational and life coping skills.

To provide vocational instruction, career planning and counseling to better train individuals for the local workplace.

To provide community education programs to address contemporary social, family and work issues to the community at large.

To provide and expand day care and after school day care to Adult Learning Center students and the local working community.

To maintain and expand programmatic linkages with the business community to better train individuals to work in needed professions within the Greater Nashua workplace.

To upgrade and enhance the Adult Learning Center facility to comply with federal regulations and to provide a conducive environment for instruction and social interactions for the Greater Nashua community.

There shall be no discrimination against clients because of race, religion, color, sex, age, marital status, national origin, disability, or political affiliation.

ARTICLE II: CORPORATION ORGANIZATION

A. Board of Directors

The affairs of this corporation shall be conducted by a Board of eleven to twenty-one non-compensated Directors which shall include all officers of the Board. Directors shall be elected on the recommendation of the Governance Committee or of any member by a majority vote of a quorum throughout the year as vacancies occur. Elections to fill vacancies shall be held throughout the year as vacancies occur. The Directors so elected shall serve a term of three years and shall be eligible for re-election to a consecutive three-year term. Thereafter, a Director may be re-elected

only after an absence of at least one year from the Board, unless by special exception authorized by a two-thirds vote of the full Board of Directors. Exceptions are the Superintendent of the Nashua Public Schools who may serve continuously, and the President of the Board who shall be asked to serve on the Board for one year following his/her term of office.

Adult Learning Center staff and members of their immediate family shall not be voting members of the Board. Board members cannot receive a distribution of funds from the organization except as reasonable payment for goods and services.

Any Director may withdraw from the Board at any time by submitting a written resignation to the Corporation. A Board member whose participation is not consistent with the responsibilities outlined in the Bylaws may be removed by a Board vote.

The Adult Learning Center has and shall maintain a directors' and officers' association liability insurance policy. All members of the Board of Directors are covered by said insurance policy. All directors shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as a director. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any board member becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

The board has responsibility for fiscal and legal matters pertaining to the organization, including acquisition, management and disposition of real and capital assets. Management shall be vested in the Board of Directors with the power to comply with the policies of all federal, state, local, and private funding agencies in order to receive funds for educational opportunities for adults and their children. The Board of Directors is specifically authorized to employ an executive director of the Adult Learning Center who shall coordinate, run and operate the day to day operations of the Adult Learning Center.

The Board of Directors shall determine policy and establish procedures regarding the prudent, effective and orderly operation of the Adult Learning Center. The Board shall further address itself to publicity, community relations, building facilities, and any other supportive services it deems beneficial to the Center.

B. Officers and their Duties

The officers of the Adult Learning Center Board of Directors shall consist of a President, Vice President, Secretary and Treasurer. All officers shall be elected at the spring meeting of the Board and shall be seated at the annual meeting in September. Officers shall serve for one year. No officer shall hold the same office for more than three (3) years. Any officer may resign by submitting written notification of his/her intention.

Specific duties are as follows:

1. The President of the Board shall preside at all meetings of the Board of Directors, appoint committees and enter into contract with all funding agencies.

2. The Vice President shall perform all the duties of the President in the absence of the President or in the event of a vacancy in the office.
3. The Secretary will handle Board-related correspondence, and will maintain minutes of Board meetings.
4. The Treasurer shall have charge of the funds of the Adult Learning Center under the direction of the Board of Directors and keep a correct account of all money received and disbursed by the Center. The treasurer shall present to the Board of Directors a monthly report, and at each annual meeting of the Center, a general report of receipts and expenditures of the Center for the previous year. The treasurer shall be directly involved in the preparation of the budget for each new fiscal year.

All officers shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as an officer. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any officer becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

C. Meetings

The annual meeting of the Board of Directors shall be held in September. There will be ten Board meetings per year; members are expected to attend at least 70% of the meetings. Special meetings may be called by the President or by any member of the Board of Directors requesting the Secretary to mail notice thereof to all members at least five (5) days before said meeting.

A majority of the current members of the Board of Directors shall constitute a quorum to transact business.

D. Committees

The Executive Committee shall be a standing committee consisting of the immediate past president, the present president, the vice president, the treasurer, and the secretary of the Board of Directors of the Adult Learning Center. The Executive Committee shall assume functions of Board of Directors between meetings and, in emergencies, shall take new action for the Board. Such actions must be within the spirit of previous Board actions and must be reported to the Board at its next meeting. Three members of the Executive Committee must approve any new action.

The Governance Committee shall be a standing committee of three (3) members of the Board of Directors appointed by the President of the Board. Its function shall be to review the Bylaws and ensure compliance with its provisions; to recruit and orient new Board members; provide existing Board members with opportunities to grow and develop as leaders of the organization; conduct the annual board assessment.

The Audit Committee will engage the auditing firm, oversee the annual audit process, report to the full board on audit results, make recommendations for changes based on the audit report, and, when appropriate, design and implement a bid process for accepting bids for an audit firm. The

Audit Committee will be separate from the Finance Committee and there will be no overlap of membership between the two committees.

The Finance Committee shall be a standing committee of three (3) members chaired by the Treasurer of the Board of Directors. The Finance Committee shall approve and monitor the corporate finances of the organization and authorize and approve the annual audit.

Other committees of three or more members may be appointed by the President of the Board on an ad hoc basis to meet particular needs of the Corporation.

ARTICLE III: AMENDMENTS TO BYLAWS

The Bylaws of the Nashua Adult Learning Center, Inc. may be amended at any regular meeting of the Board of Directors by a two-thirds vote of those present, providing written notice of the proposed amendments has been given to members at least ten (10) days prior to the meeting. Amendments to these Bylaws shall not be in conflict with the existing policies of funding agencies.

ARTICLE IV: DISSOLUTION PROVISIONS

In case of dissolution of the Nashua Adult Learning Center, Inc., the corporations' assets shall be returned to the original sources insofar as possible, or as otherwise determined by the Board of Directors.

We certify that the foregoing are the amended Bylaws of the Nashua Adult Learning Center, Inc., unanimously adopted by the Board of Directors of said corporation of September 21, 2010.

Carrie Poole
Secretary



**Board of Directors
2017**

Sharad Agarwal

Rivier University Student
Non Voting Member
Haley Goodspeed

Caryl Sullivan (2015/18)
Certified Partner Development Specialist
Dell

Kathleen Allen, CPA
S Gordon Corp.

Doreen A. Manetta (2015/18)
Past President
Market Manager, Vice President
People's United Bank

Chad Theroux
Treasurer
PGS Finance

Michael Cerato
Cerato Group LLC

Jay Nannicelli (2014/17)
Radar Retail

Beth Todgham (2014/17)
So. NH Services

Sharon Cowen, M.S., M.Ed.
Community & Economic Development
Field Specialist

Alvin Oasan
Vice President
Branch Relationship Manager
Enterprise Bank

Brenda M. Van Hirtum
Senior Corporate Paralegal
RiverStone Resources LLC

Kevin Cunningham
Director, Information Security &
Technology Risk
Fidelity Investments

Janeth Orozco Sanchez
Teen Individual Services Director
BE GREAT Cohort Coordinator
Boys & Girls Club of Greater Nashua

Ryan Warren, CPA (2015/18)
BerryDunn

Mary DeRoche
Secretary
Director, Human Resources
Pennichuck Corporation

Michael J. Sheahan, AVP
Lowell Five Cent Savings Bank

Rachel Guill (2016/19)
President
Director, Quality & Performance
Assurance
BAE Systems

Revised 12/28/16

Current: 17
Allowed: 11 to 21

Directors Serve Without Compensation.

Salary Information for Key Personnel

Nashua Adult Learning Center
Project 1: ABE

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Executive Director	Carol Baldwin	16	52	\$16.53	\$13,752.96
2	Director of Adult Education	Lauren Osowski	20	52	\$26.52	\$27,580.80
3	Data Entry Assistant	Carol Gookin	12	30	\$19.36	\$6,969.60
4	Enrollment Coordinator	Hanna Vandiver	8	36	\$29.23	\$8,418.24
Administrative TOTAL						\$56,721.60

Counseling Staff						
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Samba Halkose	20	52	\$21.63	\$22,495.20
Counseling TOTAL						\$ 22,495.20

Nashua Adult Learning Center
Project 2: ESL

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Director of Adult Education	Lauren Osowski	20	52	\$26.52	\$27,580.80
2	Enrollment Coordinator	Hanna Vandiver	8	36	\$29.23	\$8,418.24
Administrative TOTAL						\$35,999.04

Nashua Adult Learning Center
Project 3: ALS

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	ALS Coordinator	Constance Cullen	30	40	\$ 30.00	\$ 36,000
Administrative TOTAL						\$ 36,000

Salary Information for Key Personnel

Nashua Adult Learning Center
Project 4: IELCE

	Counseling Staff					
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Samba Halkose	20	52	\$ 21.63	\$ 22,495.20
					Counseling TOTAL	\$ 22,495.20

SKILLS

A resourceful, flexible and well-rounded team player, and leader, with strong oral and written communication skills. Able to build relationships, engage staff, manage projects and deliver results for organizational success. Adept at both the strategic and operational sides of an organization. In addition to solid background in the areas of law, human resources, corporate philanthropy and adult education, also possess the organizational and influencing skills necessary for fundraising.

WORK EXPERIENCE

▶ Adult Learning Center, 4 Lake Street
Nashua, New Hampshire 03060

June 2014 - present

Executive Director

- Promote an environment where staff and students are able to carry out the objectives of the Center.
- Provide and support enriching experiences for adults and teenagers who recognize the need for additional education to function at their optimal level.
- Work with the Board of Directors and the community to carry out and promote the mission of the Center.
- Develop programs that reflect the needs of the community and the goals of the Center.
- Provide sound fiscal management of the Center.

▶ RiverStone Resources LLC, 250 Commercial Street
Manchester, New Hampshire 03101

August 1999 to May 2014

Human Resources Manager

August 2011 to May 2014

- Responsible for all employee benefits, from health and welfare to 401(k) plan, including annual benefits negotiations, daily administration, vendor management, employee education, open enrollment and all compliance requirements.
- Coordinate, and often present at, employee education workshops on topics related to financial planning and health and welfare benefits.
- Serve as the Company's recruiter and manage all aspects of staffing, from temporary to permanent, including preparation of job descriptions, completion of job requisitions, outside recruiter negotiations, interviewing, hiring and onboarding.
- Project Manager for numerous software initiatives including implementation of a Learning Management System and conversion of an employee stock purchase plan from foreign to US vendor. Participated in a three year company infrastructure project.
- Implemented employee background screening procedure from adoption of formal company policy to set up with vendor to ordering and analyzing background reports.
- Compose employee communications on behalf of HR Team as well as review and approve communications from other departments.
- Oversee HR summer help and college interns including working with outside counsel to obtain appropriate visas.
- Liaison for HR issues requiring the assistance of outside counsel.
- Responsible for annual 401(k) audit and subsequent 5500 Filing.

- Appointed RiverStone Resources Community Support Coordinator, by CEO in 2009, overseeing corporate donations program and representing company at non-profit events. Responsible for developing, tracking and reporting on a sizeable corporate donations budget.

Senior Corporate Paralegal

August 1999 to August 2011

- Maintained corporate records and contracts for over thirty companies domiciled throughout the United States.
- Responsible for compliance with secretary of state and insurance department regulations for foreign and domestic entities.
- Prepared annual reports and drafted corporate resolutions, agendas and memorandums to the board of directors.
- Negotiated contracts with outside vendors.
- Performed extensive legal research.
- Supervised legal assistants.
- Formed and dissolved companies; assisted counsel with mergers and acquisitions.
- Interacted daily with board of directors, senior management team, and finance department as well as outside counsel and auditors.
- Annually prepared department budget in accordance with finance department specifications.

- ▶ Jordan, Maynard & Parodi, PLLC, 40 East Pearl Street March 1985 to August 1999
Nashua, New Hampshire 03060

Paralegal under the direction of Attorney Edward A. Jordan, Senior Partner in a general practice law firm. Concentration: commercial real estate, corporate and bankruptcy law.

- ▶ Rivier University Fall 1996 to Spring 2001
Nashua, NH
- ▶ Team-Instructor, Real Estate Titles and Transactions, fall 1996, 1997, 1998, and 1999
- ▶ Team-Instructor, Advanced Real Estate Titles and Transactions Rivier College, spring 1998
- ▶ Adjunct Faculty (solo), Real Estate Titles and Transaction, Introduction to Paralegal Studies 1999 to 2001

VOLUNTEER WORK

- Adult Learning Center Board of Directors 2007 to 2013; President 2009 - 2010
- RiverStone Resources Wellness Committee
- Chair of Correspondence Committee - First Church Nashua Capital Campaign 2013
- First Church Nashua Stewardship Committee, Personnel Committee, Chamber Choir
- Nashua Rotary West – Literacy and Scholarship Committees; Ribfest Team

EDUCATION

- ▶ PHR (now SHRM-CP) Designation December 2012. Qualified to sit for exam after one year of HR experience
- ▶ Masters in Educational Studies Adults/Concentration in Counseling
Rivier University, Nashua, NH – May 2001
- ▶ Bachelor of Science – Paralegal Studies, cum laude
Rivier University, Nashua, NH – May 1995

LAUREN ELLEN OSOWSKI

EDUCATION AND CREDENTIALS

Professional Development (for a complete list of Professional Development, see attached)

Global TESOL College, Boston, MA (2006) – *Professional TESOL Certificate*

University of New Hampshire, Durham, NH (2003) – *BA, Sociology; Minors, Spanish and Criminal Justice*

Universitat de Barcelona, Barcelona, Spain (2002) – *Certificate of Spanish Language and Culture*

WORK EXPERIENCE

Adult Learning Center, Nashua, NH

September 2009-present

Director of Adult Education

- Train, supervise, and evaluate Adult Education teachers and classroom aides
- Facilitate curriculum development and implementation
- Maintain community contacts that promote the program and improve delivery of services to students
- Participate in appropriate local and state organizations

ESOL Coordinator

- Managed and supported a staff of 15 teachers
- Maintained responsibility for curriculum development, placement testing, and activity planning

ESOL Teacher

- Planned interesting and varied lessons for students of different ages from a range of educational and economic backgrounds
- Implemented a curriculum with applicable life, work, and technology skills

New Hampshire Department of Adult Education, Concord, NH

September 2011-present

Workshop Presenter

- Present at state conferences in New Hampshire as well as at local and state meetings (see attached)

Mini-grant Writer

- Research and create lesson plans, activities, and resources for teachers (see attached)

Disability Committee Member

- Collaborate with educators and administrators in New Hampshire on best practices and assistance for students with learning disabilities and other disabilities

JEPD Facilitator

- Lead a group of teachers in an exploration of the effectiveness and usefulness of incorporating learning centers into ESOL classrooms (Spring 2014)

SELT Hungary, Budapest, Hungary

January 2009-July 2009

Start Language School, Košice, Slovakia

September 2007-January 2009

NTE Language School, Košice, Slovakia

October 2006-September 2007

English Teacher

- Designed small group lessons for elementary, high school, and adult students in private language school as well as at local factories and businesses
- Created unique, fast-paced business English classes for international software company
- Mentored and assisted in training new teachers

PRESENTED WORKSHOPS

- Using Technology in an ESL Classroom (2012)
- ESL and LD: What Can We Do? (Concord, NH – April 6, 2013)
- Smartphones for beginners (Manchester, NH – September 28, 2013)
- Using Smartphones in an ESOL Classroom (Manchester, NH – September 28, 2013)
- Microsoft Word Basics for Teachers (Manchester, NH – September 28, 2013)
- Simple Computer Projects for ESL Students (Manchester, NH – October 19, 2013)
- Working with ESL Students with Little to No Prior Literacy (Manchester, NH – October 19, 2013)
- Pronunciation Practice (Manchester, NH – October 19, 2013)
- A Teacher's Look at the iPad (Nashua, NH – November 20, 2013)
- Smartphone Apps for Students with Disabilities (Concord, NH – January 29, 2014)
- From the Beginning: Teaching Low Level ESL Students (Manchester, NH – March 22, 2014)
- Beyond the Plateau: Teaching Upper Level ESL Students (Manchester, NH – March 22, 2014)
- Adult Education Technology: A Website for Adult Educators (Manchester, NH – October 25, 2014)
- ESL Apps to Further Learning (Manchester, NH – October 25, 2014)

COMPLETED MINI-GRANT PROJECTS

- "Get Moving! Games and Activities to Get ESOL Students out of their Seats and Using English" (June 2012)
- "Using Technology in an ESOL Classroom" (June 2012)
- "Pronunciation Practice" (September 2012)
- "Education Descriptions by Country: 25 Most Common Countries Represented in New Hampshire" (May 2013)
- "From the Beginning: Working with ESL Students who Lack Literacy" (May 2013)
- "Building Computer Literacy for Low Level ESOL Students" (August 2013)
- "Adult Education Technology: A Website for Adult Educators" (June 2014)
- "Using Learning Centers in an ESOL Classroom" (August 2014)
- "Workplace Workshops" (August 2015)

PROFESSIONAL DEVELOPMENT

- NH Conference for Adult Educators (Concord, NH – October 24, 2009)
- TESOL Convention (Boston, MA – March 26, 2010)
- Renewing Our Dedication to Adult Education (Waterville Valley, NH – April 16-17, 2010)
- NH Conference for Adult Educators (Concord, NH – October 30, 2010)
- Do My ESOL Students Have LD? Effective Strategies to Help ESOL Students who Struggle with Learning (Concord, NH – March 31, 2012)
- Teaching Adult ESOL Learners without Prior Literacy (Concord, NH – August 23, 2012)
- Developing Writing Skills (Webinar – January 15, 2013)
- Facilitating Multi-level Classes (Webinar – February 7, 2013)
- A Day of Learning about Learning Centers (Augusta, ME – June 19, 2013)
- iPad Apps and Lessons: An All Day Workshop (Webinar – January 8, 2014)
- Job Embedded Professional Development Project – Transitioning ESOL Students into ABE programs (Nashua, NH – January-April 2014)
- Bridging the Gap: Community Colleges and Foreign-Educated Immigrants (Webinar – December 2, 2014)

Carol A. Gookin

Work History

1991 to Present:

Paraprofessional, Nashua Adult Learning Center

Job Responsibilities: Assist the classroom teacher in
Specific Duties: Assist in educational activities, maintenance
of records, maintenance of the classroom, assume where
possible, the duties of the teacher in her absence, substitute
in other classrooms, if necessary

1967 to 1968

Clerk, Stuart's Department Store

1966 to 1967

Clerk, Woolworth's Store

1962 to 1964

Assembler, Ratheon Co.

1961 to 1962

Assemble, Symphonic Corp.

Education

1991

GED, Nashua Adult Learning Center

References

Furnished upon request

Hanna Vandiver

Summary

Dedicated and creative English teacher with over 15 years of experience teaching English to a wide variety of students in various settings in the United States and Eastern Europe.

Core Qualifications

- M A of English Education Equivalent from Uzhgorod National University, Ukraine.
- 15 Years teaching experience
- Experience teaching students of all proficiency levels
- Experience with large groups and one-on-one format
- Excellent classroom management skills
- Additional experience as a professional translator

Achievements

Administration:

Started and managed two ESL Schools in Uzhgorod, Ukraine which are still functioning today.

Curriculum Development:

Created curriculum for young adult and adult learners targeting novice through advanced proficiency levels.

Organization:

Led and assisted in the development of total immersion summer programs for young adults and children.

Lesson Planning:

Introduced innovative learning methods to ensure total comprehension for all students.

Teaching:

Taught a variety of students from various backgrounds in both classroom and one-on-one settings resulting in marked improvement in the students' proficiency level.

Professional Experience

October 1999
to
May 2006

Nehemiah English School

Uzhgorod, Ukraine

Director

Organized the founding and was responsible for the management of the Nehemiah English School.

Developed curriculum targeting all proficiency levels.

Oversaw an average of four teachers at any given time.

Personally taught three groups of approximately 10 - 15 students per semester.

October 1999
to
May 2006

NGO Nehemiah

Uzhgorod, Ukraine

Professional Translator

Regularly translated for groups and speakers from the United States and Europe in settings ranging from large audiences to private conversations.

Was responsible for training young translators in the skills necessary to clearly and accurately pass on information both from the local language into English and from English into the local language.

Hope and Life Charity Organization

Uzhgorod, Ukraine

May 2006
to
July 2011

Director

Managed the affairs of the Hope and Life International Charity Organization relating to the distribution of finances to charity activities, the organization of projects to help ethnic minorities and orphanages in the Transcarpathian Region of Ukraine.

Oversaw the organization of a low cost English School to benefit the university students of Uzhgorod, Ukraine by providing them with a high quality education in the English language.

Adult Learning Center

September 2012
To
Present

Teacher

Nashua, NH, USA

Conduct weekly lessons with students in. Have taught the following levels: Basic Beginner, Level 1, Level 2, and Level 4.

ESOL coordinator

August 2015
To
Present

Plan and conduct student registrations and staff meetings, ensure the continued and uninterrupted process of ESOL education by ensuring that teachers have access to all necessary materials and resources, maintain regular communication with teachers regarding professional development and school events, assist the ESOL director as needed.

Education and Training

1999

Uzhgorod National University

Uzhgorod, Transcarpathia, Ukraine

Specialist in English Education English Language

Teacher of the English Language and Literature.

Studied full time for five years. Degree was evaluated in 2009 as a Masters of Arts according to the system used in the United States.

Community Involvement

Beginning in 1999, assisted in establishing a program to provide assistance and support to Holocaust survivors in the Transcarpathian Region of Ukraine. Regularly participated in the work of the program until June of 2011.

Beginning in 2002 regularly participated in and oversaw the organization of programs to assist the Romani ethnic minority in the Transcarpathian Region of Ukraine. Specific projects include organizing humanitarian aid and medical personnel for the Romani camps, providing clean water for villages that previously had no access, overseeing construction projects to improve Romani communities. Involvement in these projects continued until June of 2011.

Beginning in 2004, regularly participated in and oversaw the organization of programs to benefit orphanages in the Transcarpathian Region. Specific programs were targeted to improve the living conditions in the orphanages, provide education regarding basic hygiene, and assist in the transition from the orphanage to adult life.

Beginning in 2010 worked with a government run trade school in conducting lessons designed to encourage the betterment of ethics and morality of students soon to enter the workforce.

Samba C. Halkose

QUALIFICATIONS SUMMARY

10+ years' experience in Human Services working in a broad range of service agencies across multiple work environments and requirements. Bachelor of Science in Business Study as specialization in Human Resources. Highly organized self-starter with strong interpersonal office skills and proven experience working with people from diverse backgrounds. Fluent in English, French, Swahili and Lingala. Demonstrated facility for multitasking and prioritizing in fast-paced environments. Technically competent.

- Refugee Coordinator and school liaison
- Community Organizer
- Public Relations and Community Outreach
- Multi-Cultural/Multi-lingual Interpreter
- Health Educator
- Residential Counselor
- Employment Support Specialist
- Case Worker

EXPERIENCE

Education & Employment Specialist: - Ascentria Care Alliance

Nov. 2015- update

- Provide assistance to New American in developing an employment plan, follows up with employed refugees to support retaining or job improvements
- Evaluate clients' aptitudes, interests, work skills, work experience, education, and / or degree of limitations to find opportunities and challenges to employment
- Researches employment opportunities, networks and develops relationships with potential employers, educates employers about the benefits of hiring refugees

Case Worker: - Ascentria Care Alliance

Sept. 2014 – Nov. 2015

- Provides appropriate assistance to New Americans during the resettlement and case management contractual period
- Responsible for the continuance of the orientation process, employment plan, and monitoring; and overseeing client's participation in refugee program
- The goal is to assist New American to live as self-sufficiently as possible and to integrate into the community; this must be done within the compliance of the refugee programs contracts
- Helping with school registration & conduct school orientation, testing, and in-take for the New American Students

Medical Interpreter: - Lutheran Social Services

April 2014 – Sept. 2014

- Facilitate communication between patients with limited English proficiency (LEP) and their physicians, nurses, lab technicians and other healthcare providers

Employment Support Specialist: - Southern NH Services

2012 - 2013

- Establish and maintain a cooperative working relationship with local agencies and business organizations with translation, e.g., immigration, hospital, government offices.
- Assist clients in completing job applications and other job search and readiness requirements.
- Work to provide and maintain job workshop for program participants.
- Develop new resources and identify existing resources to create new work sites and resources.

- Assist New Americans with filling applications for SSA, Food Stamps, Medicaid and other benefits.
- Connect New Americans children to community service agencies and ESL services as appropriate in Manchester.

Refugee Coordinator/Family Liaison – Nashua School District 2008 – 2012

- Register all newly arrived refugees students and ensure they are oriented to school before their first day
- Work with the schools and families to access interpretation and transportation for school meetings and events
- Inform new arrived families about American school culture, school related policies regarding absences, field trips, and classroom rules and teachers expectations
- Recognize and promote mentorship opportunities between refugee and immigrant students and their normal counterparts

Reach Program/Office assistant – Administrations: NH Minority Health Coalition 2001 - 2003

- Provide support to the Office Manager to support the Executive Director. Account payable clerk.
- Educating providers and empowering consumers to understand the African Culture.
- Bilingual Administrative Assistant, utilizing language and administrative skills to ensure effective and efficient communication in the work place.

Residential Counselor – Easter Seals NH 2002 - 2011

- Instruct, supervise and assist residents with disability in their activities of daily living through daily routines and to carry out scheduled activities of the programs
- Perform tasks under supervision of Program manager, and Assistant Program Manager in agreement with well-known center policies and procedures

VOLUNTEER / COMMUNITY SERVICE

Board of Directors, Manchester Community Health Center, Manchester, NH	2002 – 2003
Chief Leader of the Congolese Women Community in Manchester, NH.	2003 – 2005
Celebration of Excellence Award, Manchester Community College	2007
Organize and implement social community activities.	
After School program, Summer Vacation with Women for Women Coalition	2013
Migrant and Refugee Leadership Academy	2016

EDUCATION

Certificate in medical interpretation	2001
Certificate in Licensed Nurse Assistant at Careers, LLC.	2004
Bachelor of Science, Business Studies with concentration in Human Resources	2010
Medical Terminology Certificate	2014

Objective

To obtain the position of Adult Learner Services Coordinator

Employment History

Math and English Language Tutor

2011-present Adult Learning Center, Nashua, NH

- Used weekly conversation and writing to identify strengths, weaknesses, and cultural understanding of ESOL students.
- Conferenced with teachers and administered informal testing, to math students, to address their specific needs before moving forward with their instruction.
- Utilized multiple text books and internet sources to improve math competency and reading comprehension

Substitute Teacher 3rd-5th grade/ Long Term Substitute 3rd grade

2008-2011 Windham Center School, Windham, NH

- Assumed position during an emergency situation with no advance planning
- Designed and implemented lessons and units following the third grade curriculum
- Taught Language Arts, Math, Science, and Social Studies

Assistant Teacher

2004-2008 Merrimack Valley Montessori School, Salem, NH

- Taught reading, math, science, social studies, and practical life lessons
- Responsible for all lesson plans and classroom discipline for my students

Director of Education

1996-1998 Sylvan Learning Center, Glen Burnie, MD

- Responsible for administering and interpreting all testing done for students
- Created, updated and modified IEP plans for all 100 students
- Held parent conferences discussing progress made, areas of concern and future goals
- Hired, trained, and supervised all teachers in the center

Education

1992 Xavier University, Cincinnati, OH

- BA Social Sciences – Elementary Education
- Spanish minor

2008 Endicott University, Beverly, MA

- Masters of Education
- Early Childhood – Montessori minor

References

References are available on request.

NASHUA ADULT LEARNING CENTER, INC.**STATEMENTS OF FINANCIAL POSITION**

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 1,082,230	\$ 1,344,939
Accounts receivable, net of allowance for doubtful accounts of \$4,882 and \$9,924, respectively	178,632	93,953
Promises to give, current portion	52,091	42,489
Prepaid expenses	24,658	12,918
	<u>1,337,611</u>	<u>1,494,299</u>
<u>PROPERTY & EQUIPMENT</u>		
Land, building, and improvements	3,041,660	2,967,561
Furniture and equipment	589,223	499,966
	<u>3,630,883</u>	<u>3,467,527</u>
Less accumulated depreciation	<u>(1,908,711)</u>	<u>(1,800,308)</u>
	<u>1,722,172</u>	<u>1,667,219</u>
<u>OTHER ASSETS</u>		
Promises to give, net of current portion	31,540	41,131
Beneficial interest	200,314	208,321
	<u>231,854</u>	<u>249,452</u>
	<u>\$ 3,291,637</u>	<u>\$ 3,410,970</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 60,335	\$ 52,595
Accrued payroll and payroll taxes	88,367	158,118
Deferred revenue	87,336	64,322
	<u>236,038</u>	<u>275,035</u>
<u>NET ASSETS</u>		
Unrestricted	2,765,622	2,826,034
Temporarily restricted	159,277	179,201
Permanently restricted	130,700	130,700
	<u>3,055,599</u>	<u>3,135,935</u>
	<u>\$ 3,291,637</u>	<u>\$ 3,410,970</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

NASHUA ADULT LEARNING CENTER, INC.
STATEMENTS OF ACTIVITIES
For The Years Ended June 30, 2016 and 2015

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	Unrestricted	Temporarily Restricted	Permanently Restricted	2015 Total
REVENUE AND SUPPORT								
State of New Hampshire - Education	\$ 877,754	\$ -	\$ -	\$ 877,754	\$ 872,028	\$ -	\$ -	\$ 872,028
State of New Hampshire	390,136	-	-	390,136	409,167	-	-	409,167
City of Nashua - Public School	292,171	-	-	292,171	292,171	-	-	292,171
Other government grants	40,500	-	-	40,500	28,418	-	-	28,418
United Way	3,009	44,000	-	47,009	22,634	22,000	-	44,634
Program service fees	3,070,876	-	-	3,070,876	2,883,692	-	-	2,883,692
Contributions	64,646	2,900	-	67,546	63,753	85,731	-	149,484
Investment income	3,087	-	-	3,087	1,820	-	-	1,820
Other revenue	18,704	-	-	18,704	17,947	-	-	17,947
Increase (decrease) in beneficial interest	(8,007)	-	-	(8,007)	1,810	-	-	1,810
Net assets released from restrictions:								
Satisfaction of purpose restrictions	2,335	(2,335)	-	-	25,201	(25,201)	-	-
Satisfaction of time restrictions	64,489	(64,489)	-	-	42,172	(42,172)	-	-
	<u>4,819,700</u>	<u>(19,924)</u>	<u>-</u>	<u>4,799,776</u>	<u>4,660,813</u>	<u>40,358</u>	<u>-</u>	<u>4,701,171</u>
EXPENSES								
Program Expenses:								
Adult Basic Educaton	782,764	-	-	782,764	773,775	-	-	773,775
Clearway	615,995	-	-	615,995	599,989	-	-	599,989
Community Education & Computer Technology	105,931	-	-	105,931	95,845	-	-	95,845
Childcare	774,610	-	-	774,610	779,369	-	-	779,369
School Age Childcare	2,067,358	-	-	2,067,358	1,841,933	-	-	1,841,933
	<u>4,346,658</u>	<u>-</u>	<u>-</u>	<u>4,346,658</u>	<u>4,090,911</u>	<u>-</u>	<u>-</u>	<u>4,090,911</u>
Program Expenses:								
Management and general	521,621	-	-	521,621	519,231	-	-	519,231
Fundraising	11,833	-	-	11,833	16,186	-	-	16,186
	<u>533,454</u>	<u>-</u>	<u>-</u>	<u>533,454</u>	<u>535,417</u>	<u>-</u>	<u>-</u>	<u>535,417</u>
TOTAL EXPENSES	<u>4,880,112</u>	<u>-</u>	<u>-</u>	<u>4,880,112</u>	<u>4,626,328</u>	<u>-</u>	<u>-</u>	<u>4,626,328</u>
Change in net assets	(60,412)	(19,924)	-	(80,336)	34,485	40,358	-	74,843
NET ASSETS, Beginning of Year	<u>2,826,034</u>	<u>179,201</u>	<u>130,700</u>	<u>3,135,935</u>	<u>2,791,549</u>	<u>138,843</u>	<u>130,700</u>	<u>3,061,092</u>
NET ASSETS, End of Year	<u>\$ 2,765,622</u>	<u>\$ 159,277</u>	<u>\$ 130,700</u>	<u>\$ 3,055,599</u>	<u>\$ 2,826,034</u>	<u>\$ 179,201</u>	<u>\$ 130,700</u>	<u>\$ 3,135,935</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

NASHUA ADULT LEARNING CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

	PROGRAM SERVICES								
	Adult Basic Education	Clearway	Community Education & Computer Technology	Childcare	School Age Childcare	Program Total	Management and General	Fundraising	Grand Total
Personnel	\$ 542,320	\$ 402,618	\$ 58,881	\$ 458,177	\$ 1,376,918	\$ 2,838,914	\$ 242,960	\$ -	\$ 3,081,874
Payroll taxes	43,709	31,034	4,520	35,743	105,910	220,916	13,166	-	234,082
Employee benefits	20,506	43,954	784	55,265	89,115	209,624	51,366	-	260,990
Contract services	-	3,859	-	31,634	5,712	41,205	82,973	-	124,178
Bank service charge	-	-	22	-	17,806	17,828	27,056	-	44,884
Bad debt expense	-	-	470	2,451	3,508	6,429	-	-	6,429
Supplies	38,542	32,121	8,031	31,050	108,864	218,608	21,005	970	240,583
Food	1,666	10,686	95	44,638	121,765	178,850	4,526	-	183,376
Telephone	893	3,112	-	-	3,897	7,902	3,565	-	11,467
Printing	2,995	2,687	178	1,170	7,464	14,494	4,915	1,493	20,902
Postage	400	510	19	-	44	973	4,587	-	5,560
Advertising	967	1,838	1,187	4,964	4,309	13,265	2,163	-	15,428
Dues, membership & licenses	-	400	650	1,210	1,060	3,320	4,385	-	7,705
Miscellaneous expense	-	615	-	2,238	-	2,853	510	-	3,363
Occupancy	115,315	50,863	21,227	89,571	138,301	415,277	18,583	500	434,360
Rent	-	-	-	-	35,100	35,100	-	-	35,100
Scholarship awards	-	-	-	-	-	-	-	2,335	2,335
GED testing fees	-	-	7,775	-	-	7,775	-	-	7,775
Fundraising expense	-	-	-	-	-	-	-	6,535	6,535
Staff training	3,594	2,614	-	5,431	12,007	23,646	6,097	-	29,743
Transportation	1,682	5,466	-	560	7,504	15,212	490	-	15,702
Insurance	8,705	2,880	1,602	6,761	10,439	30,387	1,438	-	31,825
Repairs & maintenance	-	2,402	-	-	-	2,402	-	-	2,402
Equipment maintenance	1,470	12,836	490	1,247	11,635	27,678	17,027	-	44,705
Total Expenses Before Depreciation	782,764	610,495	105,931	772,110	2,061,358	4,332,658	506,812	11,833	4,851,303
Direct depreciation expense	-	5,500	-	2,500	6,000	14,000	14,809	-	28,809
Total Expenses	\$ 782,764	\$ 615,995	\$ 105,931	\$ 774,610	\$ 2,067,358	\$ 4,346,658	\$ 521,621	\$ 11,833	\$ 4,880,112

The Accompanying Notes Are An Integral Part
of These Financial Statements.

NASHUA ADULT LEARNING CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2015

	PROGRAM SERVICES								
	Adult Basic Education	Clearway	Community Education & Computer Technology	Childcare	School Age Childcare	Program Total	Management and General	Fundraising	Grand Total
Personnel	\$ 566,466	\$ 386,339	\$ 59,050	\$ 481,937	\$ 1,222,138	\$ 2,715,930	\$ 218,313	\$ -	\$ 2,934,243
Payroll taxes	42,049	32,816	4,646	36,689	94,552	210,752	11,183	-	221,935
Employee benefits	35,353	44,819	500	59,031	73,011	212,714	45,499	-	258,213
Contract services	25	3,076	720	30,230	3,575	37,626	89,625	-	127,251
Bank service charge	-	-	-	-	-	-	33,798	-	33,798
Supplies	32,847	31,765	10,882	32,424	71,122	179,040	15,719	4,158	198,917
Food	177	11,981	429	44,148	111,167	167,902	2,273	-	170,175
Telephone	4,454	2,927	150	431	3,208	11,170	240	-	11,410
Printing	4,941	2,860	1,810	6,530	8,915	25,056	4,177	3,055	32,288
Postage	2,627	724	36	306	1,543	5,236	861	200	6,297
Advertising	984	1,286	82	-	1,037	3,389	3,231	280	6,900
Miscellaneous expense	-	286	180	1,291	1,035	2,792	160	-	2,952
Occupancy	71,385	55,353	8,852	71,964	170,790	378,344	47,457	1,493	427,294
Rent	-	-	-	-	32,400	32,400	-	-	32,400
Scholarship awards	-	-	-	-	-	-	-	7,000	7,000
GED testing fees	-	-	7,140	-	-	7,140	-	-	7,140
Staff training	2,123	4,175	-	4,114	9,512	19,924	9,757	-	29,681
Transportation	1,643	4,406	-	1,760	18,074	25,883	180	-	26,063
Insurance	6,259	7,609	-	2,692	6,249	22,809	4,766	-	27,575
Repairs & maintenance	-	-	-	-	-	-	3,710	-	3,710
Equipment maintenance	2,442	4,567	1,368	3,322	7,605	19,304	15,327	-	34,631
Total Expenses Before Depreciation	773,775	594,989	95,845	776,869	1,835,933	4,077,411	506,276	16,186	4,599,873
Direct depreciation expense	-	5,000	-	2,500	6,000	13,500	12,955	-	26,455
Total Expenses	\$ 773,775	\$ 599,989	\$ 95,845	\$ 779,369	\$ 1,841,933	\$ 4,090,911	\$ 519,231	\$ 16,186	\$ 4,626,328

The Accompanying Notes Are An Integral Part
of These Financial Statements.

NASHUA ADULT LEARNING CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flow provided by (used in) operating activities		
Cash received as public support and revenue	\$ 4,722,555	\$ 4,775,287
Cash paid to suppliers and employees	(4,824,841)	(4,484,725)
Interest received	<u>1,310</u>	<u>1,233</u>
Net cash provided by (used in) operating activities	<u>(100,976)</u>	<u>291,795</u>
Cash flow used in investing activities		
Capital expenditures	<u>(161,733)</u>	<u>(61,700)</u>
Net cash used in investing activities	<u>(161,733)</u>	<u>(61,700)</u>
Net increase (decrease) in cash and cash equivalents	(262,709)	230,095
Cash and cash equivalents, Beginning of Year	<u>1,344,939</u>	<u>1,114,844</u>
Cash and cash equivalents, End of Year	<u>\$ 1,082,230</u>	<u>\$ 1,344,939</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Change in net assets:	\$ (80,336)	\$ 74,843
Depreciation	108,403	105,294
(Increase) decrease in beneficial interest	8,007	(1,810)
Noncash contributions and promises to give	(1,753)	(61,646)
In-kind rent	20,619	20,000
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(84,679)	141,260
(Increase) decrease in promises to give, exclusive of in-kind	(20,500)	198
(Increase) decrease in prepaid expenses	(11,740)	(4,231)
Increase (decrease) in accounts payable	7,740	15,878
Increase (decrease) in accrued payroll	(69,751)	4,662
Increase (decrease) in deferred revenue	<u>23,014</u>	<u>(2,653)</u>
Net cash provided by (used in) operating activities	<u>\$ (100,976)</u>	<u>\$ 291,795</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

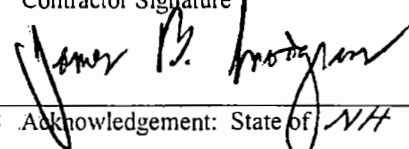
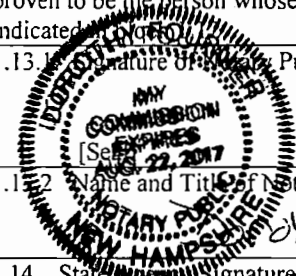
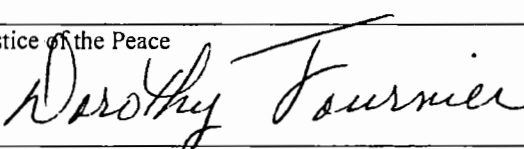
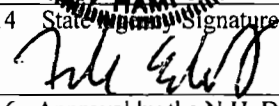
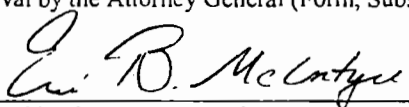
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$409,557.97
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James B. Snodgrass, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>August 8, 2017</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.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Dorothy Fournier Office Manager			
1.14 State Agency Signature  Date: <u>8-9-17</u>		1.15 Name and Title of State Agency Signatory	
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>8/10/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

[Handwritten Signature]
8/8/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 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.

Contractor Initials

Date

MB
8/8/17

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

The Services

Services at Second Start will be provided from their building at 17 Knight Street in Concord, but will also be available at the Merrimack County House of Corrections and in students' home. Students receiving services will be from the City of Concord and twenty-eight surrounding communities.

Second Start in Concord will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and July 15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Handwritten notes:
 DE 5/10/17
 June 30
 6/19/17

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Handwritten initials and date:
 [Signature]
 8/9/17

Anticipated number of students served in ABE program:

FY18
65

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruit, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ESL program:

FY18
95

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

[Handwritten Signature]
[Handwritten Date: 8/15/17]

Anticipated number of students served in ALS program:

FY18
74

[Handwritten signature]
8/18/17

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Administrative	\$40,372.00
Counseling Staff	10,419.00
Teaching Staff	31,366.26
Administrative Benefits	4,437.61
Counseling Benefits	980.31
Teacher Benefits	2,951.20
Professional Services – IT Services	2,320.00
Water	238.00
Disposal Services	594.00
Snow Plowing Services	495.00
Repairs & Maintenance	2,177.00
Insurance	512.00
Telephone	202.00
Postage	263.00
Advertising	1,450.00
Energy Utilities	1,688.00
Books & Information	1,600.00
Supplies	2,414.00
Non-Expendable Supplies	500.00
Depreciation	5,480.00
Indirect Cost	\$11,045.94
Totals	\$121,505.32

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	62,306.00
Counseling Staff	18,090.00
Teaching Staff	34,613.60
Administrative Benefits	6,961.03
Counseling Benefits	1,838.77
Teacher Benefits	3,518.33
IT Services	2,900.00
Water, Sewer	396.00
Disposal Services	990.00
Snow Plowing Services	825.00
Repairs & Maintenance	3,628.00
Insurance	853.00
Telephone	336.00
Postage	438.00
Advertising	2,174.00
Energy Utilities	\$2,814.00

Supplies	5,570.00
Books & Information	1,600.00
Depreciation	9,134.00
Indirect Cost	15,898.57
Totals	\$ 174,884.30

ESTIMATED PROJECT 3 (ALS)	FY18
Administrative	\$ 11,388.00
Teaching Staff	55,055.00
Administrative Benefits	1,207.27
Teacher Benefits	16,351.85
IT Services	709.00
Water/Sewer	108.00
Disposal Services	270.00
Snow Plowing Services	225.00
Repairs & Maintenance	2,295.00
Insurance	1,211.04
Telephone	875.04
Postage	875.04
Advertising	906.00
Travel	1,000.08
Energy Utilities	767.04
Books & Information	3,500.04
Consumables	1,874.88
Non-Expendables	500.04
Depreciation	3,762.00
Indirect Cost	10,288.03
Totals	\$ 113,168.35

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$409,557.97.
2. The total of the approved budget shall not exceed \$409,557.97 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

[Handwritten Signature]
8/8/17

6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$409,557.97

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$122,867.40
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$286,690.57</u>
	\$409,557.97

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

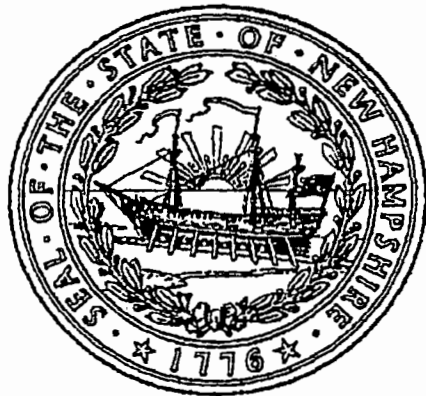
1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 9th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, George Pangakis, Clerk/Secretary of Second Start do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Executive Committee of the board of directors of Second Start on June 7, 2017. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide Adult Basic Education, English as a Second Language, and Adult Learner Services. This resolution shall remain in effect until specifically revoked.

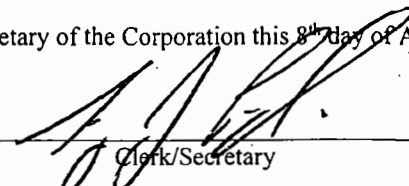
Second Start's Board of Directors has named James Snodgrass as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

- Dodd Griffith, President
- James Snodgrass, Executive Director
- Matt Nadeau, Vice President
- George Pangakis, Secretary
- Tom Painchaud, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 8th day of August, 2017.

(Corporate Seal if any)



 Clerk/Secretary

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

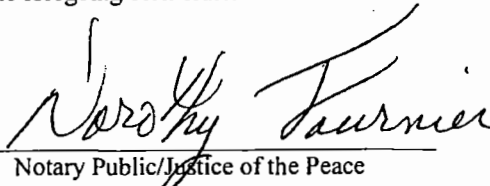
STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On August 8, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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





 Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2017

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack	
	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: Pat@esinsurance.com	
INSURED Second Start 17 Knight Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American Ins Group	
	INSURER B: Technology Insurance Co	42376
	INSURER C: United State Fire Insurance	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2016-2017 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAC4067426-01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP4067427-01	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		UMB4067428-01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC3595312	1/1/2017	1/1/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy		US565970	12/31/2016	12/31/2017	Accident Medical Expense \$50,000

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

Co. A: Computer Fraud and Funds Transfer Fraud Policy PAC4067426 12/31/2016 to 12/31/2017
\$650,000 limit, \$3,000 Deductible

Co. A: Employee Dishonesty PAC4067426
12/31/2016 to 12/31/2017 Per occurrence \$325,000 limit, \$3,000 deductible

CERTIFICATE HOLDER State of NH, Dept of Education Bureau of Adult Education 20 South Fruit St, Suite 20 Concord, NH 03301	CANCELLATION 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 Pat Mack/PAT

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Second Start Board of Directors

Updated Dec 2016

Dodd Griffith Concord, NH	Attorney Gallagher, Callahan & Gartrell 214 North Main Street PO Box 1415 Concord, NH 03302 545-3610 Fax: 228-8396 griffith@gcqlaw.com	President Member since 2014
Matt Nadeau Concord, NH	Associate Accountant Nathan Wechsler & Company 70 Commercial Street, Suite 401 Concord, NH 03301-5031 224-5357 Ext. 327 Fax: 224-3792 mnadeau@nathanwechsler.com	Vice President Member since 2012
Tom Painchaud Concord, NH	Senior VP of Distribution Services New Hampshire Distributors 65 Regional Drive PO Box 267 Concord, NH 03302-0267 410-1823 tpainchaud@nhdist.com	Treasurer Member since 2012
George Pangakis Concord, NH	Director of Safety and Security St. Paul's School 325 Pleasant Street Concord, NH 03301 229-4639 Fax: 229-4655 gpangakis@sps.edu	Secretary Member since 2012
Frank Lemay Chichester, NH	President Milestone Engineering & Construction, Inc. 1 Horseshoe Pond Lane PO Box 2279 Concord, NH 03302-2279 226-3877 Fax: 226-3361 frank@milestoneengcon.com	Member since 2006
Helmut Koch Concord, NH	Retired Chairman/Director Exacom, Inc. 99 Airport Road Concord, NH 03301 491-3306 helmut.koch.2001@gmail.com	Member since 2008

Directors Serve Without Compensation.

Will Brunkhorst Hopkinton, NH	Software Consultant 542 Putney Hill Road Hopkinton, NH 03229 746-5175 will.brunkhorst@gmail.com	Member since 2008
Maria del Mar Acebron Bow, NH	Senior Teller Merrimack County Savings Bank Business Center 190 North Main Street Concord, NH 03301 545-6030 macebron@mcsbnh.com	Member since 2012
Becky Schaefer Weare, NH	Guidance Concord High School 170 Warren St, Concord, NH Concord, NH 03301 225-0800 rschaefer@sau8.org	Member since 2015
Valerie Koch Chichester, NH	Instructor Teacher Preparation CRTC Abbot Downing School 152 South Street Concord, NH 03301 225-0827 valflanders2@gmail.com	Member since 2016
Andrew Grosvenor Concord, NH	Attorney Merritt Merritt and Moulton 60 Lake Street Burlington, VT 05401 (603) 223-9179 drewgrosvenor@gmail.com	Member since 2016
Carolyn Mallon Concord, NH	Senior Nursing Subject Matter Expert Higher Learning Technologies 2500 Crosspark Road, BVC Ste W145 Coralville, IA 52241 (603) 513-8441 crmallon@gmail.com	Member since 2016
Caroline Brown Hopkinton, NH	Attorney Orr & Reno PA 45 S. Main Street Concord, NH 03302-3550 (603) 224-2381 CBrown@orr-reno.com	Member since 2017

Salary Information for Key Personnel

Second Start
Project 1: ABE

	Administrative					
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Executive Director	James Snodgrass	3	52	\$ 61.00	\$ 9,516.00
2	ABE Director	Joanne DelDeo	14	52	\$ 36.50	\$ 26,572.00
3	Support Specialist	Vigdis Dunn	6	34	\$ 21.00	\$ 4,284.00
					Administrative TOTAL	\$ 40,372.00

Salary Information for Personnel

Second Start
Project 2: ESL

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Executive Director	James Snodgrass	7	52	\$ 61.00	\$ 22,204.00
2	ABE Director	Joanne DelDeo	20	52	\$ 36.50	\$ 37,960.00
3	Support Specialist	Vigdis Dunn	3	34	\$ 21.00	\$ 2,142.00
					Administrative TOTAL	\$ 62,306.00

Salary Information for Personnel

Second Start
Project 3: ALS

Administrative						
	[Enter Administrative Title]	[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL	
1	Adult Services Director	Joanne DelDeo	6	52	\$ 36.50	\$ 11,388.00
Administrative TOTAL					\$ 11,388.00	

Teaching Staff						
	[Enter Teacher Title]	[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL	
1	ALS Coordinator	Susan Bulp	35	52	\$ 30.25	\$ 55,055.00
Teacher TOTAL					\$ 55,055.00	

JAMES B. SNODGRASS

EMPLOYMENT

05/75 to Present Executive Director
Second Start, Concord, NH

09/74 to 05/75 Resident Counselor
Franklin Pierce College,
Rindge, NH

01/72 to 06/73 Teacher
Services for Education and
Rehabilitation in Addiction
1065 University Avenue
Bronx, NY

EDUCATION

1973 to 1974 Antioch Graduate School, 1 Elm Street, Keene,
NH, M. Ed. Administration

Assistant to Director of Admissions and Work
Study Coordinator

1967 to 1971 Miami University, Oxford, Ohio
B.S. in Education, Major in Political Science

CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

REFERENCES

Available on Request

JOANNE S. DEL DEO

PROFESSIONAL EXPERIENCE

1999 - present . Second Start Concord, NH

Program Director

- Provide leadership and management for the Adult Basic Education Program, including all components of staffing, program planning, grant proposals, inter-agency communication and collaboration.

Student Advisor, 1992 - 1999

- Provided career and academic support for 50 students per year. Revised counselor position to focus on employability and set up a career development information center.
- Coordinated a distance learning endeavor with a college in southern NH and a local network service provider. Proficient with computer applications and experienced with videoconferencing.

Adult Basic Education Teacher, 1991-1993

- Taught basic reading, writing and mathematics to adults in a multi-level class. Supervised an assistant and several student interns.

Transition Coordinator, Adolescent Program, 1991

- Developed new liaison position. Facilitated communication among teachers, support staff, community agencies and students dually enrolled in alternative and public high schools.

Program Coordinator/Trainer, 1989-1991

- Recruited, assessed and provided academic and pre-employment skills training to more than 40 out-of-school youths; most reached their GED goals. Established local networks for public relations and referral. This was the only one out of six statewide pilot programs awarded funding for another year.

EDUCATION

1997 College for Lifelong Learning Manchester, NH
Career Development Facilitator Certificate

1988 Plymouth State College Plymouth, NH
Bachelor of Science, Public Management, magna cum laude

AWARDS AND HONORS

Outstanding Public Management Senior

Pi Gamma Mu, International Honor Society

Phi Kappi Phi, National Honor Society

Vigdis Dunn

Professional Experience:

2001- present	Second Start Concord, NH Adult Education Student Advisor
1999- 2001	Bancroft Employment Services Concord, NH Staffing Coordinator, Out of Site Training Coordinator, Projects with Industry Program Coordinator/Instructor, Project Entry Program
1997-1998	New Hampshire Job Training Council, Jobs for NH Graduates Program Laconia, NH Youth Specialist
1997	Seminole Point Hospital Sunapee, NH Case Manager
1996-1997	Seaborne Hospital Dover, NH Primary Therapist Counselor 1

Education:

Northeastern University
Boston, MA
Bachelor of Science (1992), Psychology

Quinnipiac College
Hamden, CT
Bachelor of Arts, Psychology (3 years completed)

Susan Bubp

Professional Experience:

- 2000 –present NH Mentor Teacher Team and NH Math Leadership Team
- 1983- present Second Start
Concord, NH
Adult Learner Services Coordinator
Adult Basic Education Teacher
- 1999- 2001 NCSALL/ World Education, Practitioner Dissemination Network
Boston, MA
NH Practitioner Leader
- 1988-1995 Concord School District
Concord, NH
ESL tutor
- 1976-1982 New Hampshire State Prison
Concord, NH
English Instructor

Education:

- Pennsylvania State University
Bachelor of Science (1975), Law Enforcement and Corrections
- New Hampshire Teacher's Certification- English

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

ASSETS

	2016	2015
CURRENT ASSETS		
Cash	\$ 282,096	\$ 199,296
Accounts Receivable	34,428	20,789
Grants Receivable	173,159	95,345
Unconditional Promises to Give	43,000	51,967
Prepaid Expenses	53,644	85,258
<i>Total Current Assets</i>	<u>586,327</u>	<u>452,655</u>
PROPERTY AND EQUIPMENT		
Property and Equipment	3,261,933	2,988,405
Less Accumulated Depreciation	<u>(1,752,098)</u>	<u>(1,662,300)</u>
<i>Net Property and Equipment</i>	<u>1,509,835</u>	<u>1,326,105</u>
TOTAL ASSETS	<u>\$ 2,096,162</u>	<u>\$ 1,778,760</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 8,925	\$ -
Accounts Payable	32,013	24,840
Accrued Expenses	189,812	184,970
Deferred Revenue	12,686	10,474
<i>Total Current Liabilities</i>	<u>243,436</u>	<u>220,284</u>
Long-Term Debt, Net of Current Portion	<u>42,337</u>	<u>-</u>
TOTAL LIABILITIES	<u>285,773</u>	<u>220,284</u>
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,687,018	1,431,066
Temporarily Restricted	73,371	77,410
TOTAL NET ASSETS	<u>1,810,389</u>	<u>1,558,476</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,096,162</u>	<u>\$ 1,778,760</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	Unrestricted	Temporarily Restricted	2016	2015
SUPPORT AND REVENUES				
Contributions	\$ 34,281	\$ 14,700	\$ 48,981	\$ 35,090
United Way	12,021	43,000	55,021	60,174
Fees from Governmental Agencies	774,968	-	774,968	814,387
Grants from Governmental Agencies	1,143,207	-	1,143,207	943,249
Grants - Private	-	42,000	42,000	30,000
Private Fees	948,201	-	948,201	855,343
Loss on Disposal	(13,648)	-	(13,648)	-
Miscellaneous	37,215	-	37,215	54,476
Total Support and Revenues	<u>2,936,245</u>	<u>99,700</u>	<u>3,035,945</u>	<u>2,792,719</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	<u>103,739</u>	<u>(103,739)</u>	<u>-</u>	<u>-</u>
EXPENSES				
<i>Program Services</i>				
Instruction and Student Activities	1,883,317	-	1,883,317	1,830,160
Staff Development and Professional Fees	188,259	-	188,259	187,984
Other Program Costs	195,335	-	195,335	187,974
Occupancy	81,582	-	81,582	80,948
Direct Depreciation	79,072	-	79,072	74,709
Total Program Services	<u>2,427,565</u>	<u>-</u>	<u>2,427,565</u>	<u>2,361,775</u>
<i>Support Services</i>				
General Administrative	356,467	-	356,467	347,326
Total Support Services	<u>356,467</u>	<u>-</u>	<u>356,467</u>	<u>347,326</u>
Total Expenses	<u>2,784,032</u>	<u>-</u>	<u>2,784,032</u>	<u>2,709,101</u>
CHANGES IN NET ASSETS				
	<u>255,952</u>	<u>(4,039)</u>	<u>251,913</u>	<u>83,618</u>
<i>Net Assets, Beginning of Year.</i>	<u>1,481,066</u>	<u>77,410</u>	<u>1,558,476</u>	<u>1,474,858</u>
<i>Net Assets, End of Year</i>	<u>\$ 1,737,018</u>	<u>\$ 73,371</u>	<u>\$ 1,810,389</u>	<u>\$ 1,558,476</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 251,913	\$ 83,618
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	108,369	99,930
Loss on Disposal of Property	13,648	-
(Increase) Decrease in Operating Assets:		
Accounts Receivable	(13,639)	12,613
Grants Receivable	(77,814)	86,907
Pledges Receivable	8,967	(51,966)
Prepaid Expenses	31,614	(70,619)
Security Deposits	-	2,530
Increase in Operating Liabilities:		
Accounts Payable	7,173	398
Accrued Expenses	4,842	8,134
Deferred Revenue	2,212	5,206
Total Adjustments	<u>85,372</u>	<u>93,133</u>
<i>Net Cash Provided by Operating Activities</i>	<u>337,285</u>	<u>176,751</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(254,485)</u>	<u>(39,061)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	<u>-</u>	<u>(1,542)</u>
 NET INCREASE IN CASH		
	82,800	136,148
<i>Cash, Beginning of Year</i>	<u>199,296</u>	<u>63,148</u>
<i>Cash, End of Year</i>	<u>\$ 282,096</u>	<u>\$ 199,296</u>
 Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 150</u>	<u>\$ 88</u>
Assets Acquired by Assumption of Debt	<u>\$ 51,262</u>	<u>\$ -</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2016

	<u>General & Building</u>	<u>Special Education</u>	<u>T.E.T Program</u>	<u>Alternative High School</u>	<u>Student Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Learner</u>	<u>Welcoming Concord</u>	<u>Daycare</u>	<u>Total</u>
SUPPORT AND REVENUES										
Contributions	\$ 6,522	\$ -	\$ -	\$ 21,412	\$ -	\$ 6,000	\$ 252	\$ 14,700	\$ 95	\$ 48,981
United Way	-	-	-	7,792	-	24,388	2,929	-	19,912	55,021
Fees from Governmental Agencies	-	283,111	114,836	167,185	155,510	54,326	-	-	-	774,968
Grants from Governmental Agencies	160,368	-	-	-	87,718	533,569	109,700	-	251,852	1,143,207
Grants-Private	-	-	-	-	-	-	-	42,000	-	42,000
Private Fees	-	-	-	-	-	-	-	-	948,201	948,201
Loss on Disposal of Equipment	(13,648)	-	-	-	-	-	-	-	-	(13,648)
Miscellaneous	3,888	-	-	1,232	-	11,895	-	-	20,200	37,215
Total Support and Revenues	<u>157,130</u>	<u>283,111</u>	<u>114,836</u>	<u>197,621</u>	<u>243,228</u>	<u>630,178</u>	<u>112,881</u>	<u>56,700</u>	<u>1,240,260</u>	<u>3,035,945</u>
EXPENSES										
Program Services										
Instruction and Student Activities	6,666	226,648	76,046	141,136	231,004	318,745	80,450	20,936	781,686	1,883,317
Staff Development and Professional Fees	560	2,950	975	2,450	1,695	166,765	692	7,379	4,793	188,259
Other Program Costs	4,284	15,439	12,431	11,185	5,129	29,428	8,797	16,506	92,136	195,335
Occupancy	-	6,747	2,650	6,747	875	20,001	6,705	-	37,857	81,582
Direct Depreciation	-	12,797	2,586	7,743	432	14,247	5,044	-	36,223	79,072
Total Program Services	<u>11,510</u>	<u>264,581</u>	<u>94,688</u>	<u>169,261</u>	<u>239,135</u>	<u>549,186</u>	<u>101,688</u>	<u>44,821</u>	<u>952,695</u>	<u>2,427,565</u>
Support Services										
General Administrative	-	41,063	15,933	25,130	31,973	80,376	14,400	6,951	140,641	356,467
Total Support Services	<u>-</u>	<u>41,063</u>	<u>15,933</u>	<u>25,130</u>	<u>31,973</u>	<u>80,376</u>	<u>14,400</u>	<u>6,951</u>	<u>140,641</u>	<u>356,467</u>
Total Expenses	<u>11,510</u>	<u>305,644</u>	<u>110,621</u>	<u>194,391</u>	<u>271,108</u>	<u>629,562</u>	<u>116,088</u>	<u>51,772</u>	<u>1,093,336</u>	<u>2,784,032</u>
Excess (Deficiency) of Support and Revenues Over Expenses	145,620	(22,533)	4,215	3,230	(27,880)	616	(3,207)	4,928	146,924	251,913
Net Assets, Beginning of Year	<u>994,829</u>	<u>(554,287)</u>	<u>47,334</u>	<u>536,211</u>	<u>9,151</u>	<u>110,783</u>	<u>(58,212)</u>	<u>25,443</u>	<u>447,225</u>	<u>1,558,476</u>
Net Assets, End of Year	<u>\$1,140,449</u>	<u>\$ (576,820)</u>	<u>\$ 51,549</u>	<u>\$ 539,441</u>	<u>\$ (18,729)</u>	<u>\$ 111,399</u>	<u>\$ (61,410)</u>	<u>\$ 30,371</u>	<u>\$ 594,149</u>	<u>\$1,810,389</u>

See Independent Auditor's Report

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2015

	<u>General & Building</u>	<u>Special Education</u>	<u>T.E.T Program</u>	<u>Alternative High School</u>	<u>Student Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Learner</u>	<u>Welcoming Concord</u>	<u>Daycare</u>	<u>Total</u>
SUPPORT AND REVENUES										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	28,666	2,900	-	19,473	60,174
Fees from Governmental Agencies	-	271,318	145,218	195,652	139,026	63,173	-	-	-	814,387
Grants from Governmental Agencies	-	-	-	-	79,883	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	855,343	855,343
Miscellaneous	36,578	2,144	-	513	-	13,003	260	-	1,978	54,476
Total Support and Revenues	41,679	273,462	145,218	231,348	218,909	639,037	109,723	30,000	1,103,343	2,792,719
EXPENSES										
Program Services										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	538	867	1,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,661	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,352	2,888	7,356	986	19,375	6,992	-	35,999	80,948
Direct Depreciation	-	12,094	2,306	7,058	404	13,553	4,782	-	34,512	74,709
Total Program Services	16,457	270,803	102,689	177,127	187,212	562,284	96,913	4,557	943,733	2,361,775
Support Services										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	-	141,464	347,326
Total Support Services	-	41,471	16,221	25,772	17,992	89,749	14,657	-	141,464	347,326
Total Expenses	16,457	312,274	118,910	202,899	205,204	652,033	111,570	4,557	1,085,197	2,709,101
Excess (Deficiency) of Support and Revenues Over Expenses	25,222	(38,812)	26,308	28,449	13,705	(12,996)	(1,847)	25,443	18,146	83,618
Net Assets, Beginning of Year	969,607	(515,475)	21,026	507,762	(4,554)	123,779	(56,365)	-	429,079	1,474,858
Net Assets, End of Year	\$ 994,829	\$ (554,387)	\$ 47,334	\$ 536,211	\$ 9,151	\$ 110,783	\$ (58,212)	\$ 25,443	\$ 447,225	\$1,558,476

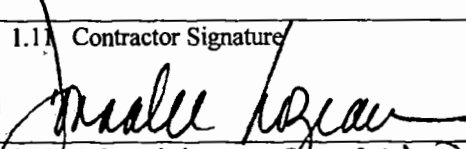
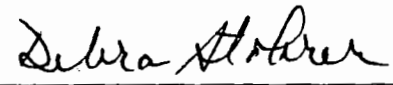
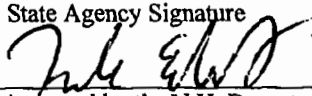
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc. (Portsmouth)		1.4 Contractor Address PO Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$185,975.94
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>Aug 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of DEBRA STORER of the Peace Notary Public - New Hampshire My Commission Expires November 18, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-9-17</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: <u>Eric B. McIntyre</u> On: <u>8/10/17</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.

EXHIBIT A

The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the City of Portsmouth and its surrounding areas including Newington, New Castle, Rye and Greenland.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and ~~July~~ 15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

*June
 DC
 8/7/17*

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials: *DC*
 Date: *8/7/17*

Anticipated number of students served in the ABE program:

FY18
92

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials: *KL*
 Date: *8/7/17*

Anticipated number of students served in ESL program:

FY18
92

Contractor Initials: *DL*
Date: *8/7/17*

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Administrative	\$ 3,350.00
Counseling Staff	11,571.00
Teaching Staff	21,412.06
Administrative Benefits	1,229.30
Counseling Benefits	5,741.34
Teacher Benefits	7,633.61
Rent	4,800.00
Telephone	150.00
Postage	150.00
Printing	300.00
Travel	150.00
Supplies	750.00
Books & Information	1,500.00
Indirect Cost	5,873.73
Totals	\$ 64,611.04

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	\$ 6,650.00
Counseling Staff	26,999.00
Teaching Staff	31,793.46
Administrative Benefits	2,868.37
Counseling Benefits	13,396.48
Teacher Benefits	9,824.42
Rent	11,200.00
Telephone	350.00
Postage	350.00
Printing	700.00
Travel	350.00
Supplies	1,750.00
Books & Information	3,500.00
Replacement Computer	600.00
Indirect Cost	11,033.17
Totals	\$ 121,364.90

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$185,975.94.

2. The total of the approved budget shall not exceed \$185,975.94 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$185,975.94

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 55,792.79
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$130,183.15</u>
	\$185,975.94

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 65506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

**CERTIFICATE OF VOTE
(Corporate Authority)**

I Orville Kerr, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

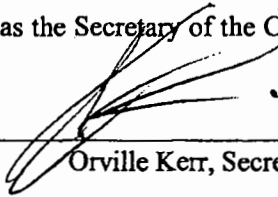
(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of
such books; (4) that the Board of Directors of the Corporation have authorized, on June 13, 2017,
(date)
such authority to be in force and effect until June 30, 2018.
(contract termination date)

The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any
contract or other instrument for the sale of products and services:

<u>Donnalee Lozeau</u>	<u>Executive Director</u>
<u>James Chaisson</u>	<u>Chief Fiscal Officer</u>
<u>Ryan Clouter</u>	<u>Energy and Housing Operations Dir.</u>
<u>Ron Ross</u>	<u>Housing Fiscal Officer</u>

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or
section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 2th day of
August, 2017.

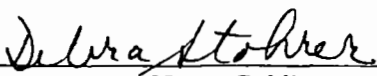


Orville Kerr, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 2th day of August, 2017, before me, Debra Stohrer the
undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the
Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as
such Secretary being authorized to do so, executed the foregoing instrument for the purposes
therein contained.

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



Notary Public

DEBRA D. STOHRER
Notary Public - New Hampshire
Commission Expiration Date: My Commission Expires November 18, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2017

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 CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (603) 232-9398 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Great Falls Insurance Company INSURER C: Nautilus Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108	NAIC #

COVERAGES

CERTIFICATE NUMBER: 16-17 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Employee Benefits					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY		ETA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Uninsured Motorist (CSL) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		3A State: NH & ME			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WCD0937550016	12/31/2016	12/31/2017	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	Crime		BCN-0079876	12/02/2016	12/02/2017	Aggregate 1,000,000
C	Pollution Liability		CPL2004475-15	1/23/2017	1/23/2018	Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Education
 Bureau of Adult Education
 21 South Fruit St, Ste 20
 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

Laura Perrin/TERI

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SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of December 7, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz	<u>Representing Manchester</u>	<u>Representing Manchester</u> James Brown <i>9/15-9/18</i> Orville Kerr, Secretary <i>Term 9/15-9/18</i>	Danielle Conroy <i>Term Expires 2018</i>
<u>Representing Nashua</u> Kevin Moriarty	<u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman <i>Term: 9/15-9/18</i> Wayne R. Johnson <i>Term: 9/15-9/18</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/14-9/17</i> Shirley Pelletier <i>Term: 9/14-9/17</i>	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u> Richard Delay, Sr., Chairman <i>Term: 9/15-9/18</i>	<u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i>	
<u>Representing Rockingham County</u> Jill Jamro, Treasurer	<u>Representing Rockingham County</u> Carrie Marshall Gross <i>Term: 12/14-9/17</i>	<u>Representing Rockingham County</u>	

Directors Serve Without Compensation.

Salary Information for Personnel

Portsmouth Adult Education (SNHS)
Project 1: ABE

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Kristie Conrad	35	52	(based on courses)	\$ 3,350.00
Administrative TOTAL						\$ 3,350.00

Counseling Staff						
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Rachel Owens	35	38	(based on % of hours)	\$ 11,571.00
Counseling TOTAL						\$ 11,571.00

Project 2: ESL

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Kristie Conrad	35	52	Based on courses	\$ 6,650.00
Administrative TOTAL						\$ 6,650.00

Counseling Staff						
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Rachel Owens	35	38	Based on % of hours	\$26,999.00
Counseling TOTAL						\$ 26,999.00

Kristie A. Conrad

Professional Experience:

Southern NH Services, Inc. (June 2011 – Present)

Program Director

July 1996 to present

Portsmouth Adult Education Program

100 Campus Drive, Suite 22, Portsmouth, NH 03801

603.422.8233

Responsible for comprehensive oversight of an adult education program serving learners 18 years and older in need of academic skills instruction, high school equivalency preparation and English language instruction for speakers of other languages in the greater Portsmouth, NH area. Work began in 1996 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included such areas as:

- program design and scheduling;
- recruitment, registration, referrals and retention of adult learners;
- community outreach, advocacy and collaborations;
- public relations – planning and implementation;
- fundraising and grant writing;
- maintaining contact with local, state and federal offices and officials;
- recordkeeping, fiscal accountability and report preparation;
- hiring, training, ongoing development and evaluation of staff and volunteers;
- development and oversight of Post-Secondary Transitions grant;
- overall program evaluation, among other responsibilities.

Southern NH Services, Inc. (June 2011 – present)

Literacy Services Coordinator

November 1991 to 2013

Rockingham Community Action Literacy Services

4 Cutts Street, Portsmouth, NH 03801

603.431.2911

Responsible for all aspects of oversight, operation, implementation, evaluation and expansion of multiple literacy services focusing on children and families, adolescents and adults in poverty. Work began in 1991 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included, among other activities, such areas as:

- creating, operating and expanding new and current programs;
- researching, coordination and implementation of all fundraising and grant writing;
- recruiting, hiring, training and evaluating staff and volunteers;
- direct service delivery with program participants - including registration, counseling support and referrals;
- modeling reading and literacy behaviors with participants, staff and volunteers;
- materials development; recordkeeping; report preparation; program evaluation;

- establishing, coordination and implementation of public relations;
- public advocacy of poverty and literacy related issues;
- developing and fostering varied community collaborations;
- interaction with local, state and federal offices and officials;
- participating in professional development related to areas of service delivery and program management;
- general office management and maintenance.

Literacy Services program involvement has included:

The Gift of Reading, The Gift of Reading Storytime at WIC Clinics, The Family Literacy Project, AmeriCorps*VISTA, AmeriCorps - NH Reads, Tales to Go Summer and Tales to Go Child Care Provider traveling literacy van projects, Reading is Fundamental

Rockingham Community Action, Inc.

Program Coordinator (September 2007 to September 2010)

RCA-COMPASS Youth Program

100 Campus Drive, Suite 22

Portsmouth, NH 03801

Responsible for oversight of at-risk youth (ages 16-25) support program - supervising COMPASS Youth Advisor, grant writing, recruitment, case consultation, advocacy, community collaboration and outreach, recordkeeping and reporting to funding sources. Program funding ended September 2010.

Education:

B.A., Sociology, cum laude, University of New Hampshire

Rachel K. Owens

Professional Experience:

Program Counselor/Disabilities Coordinator *November 12, 2013 - Present*
Southern New Hampshire Services, Inc.
Portsmouth Adult Education Program, 100 Campus Drive, Portsmouth, NH

- Assist with recruitment and retention of adult learners
- Schedule and complete intake, registration, and assessment of newly enrolled learners
- Assess and access learner support needs – education, employment, social services
- Schedule and complete pre- and post-testing adult learners; manage accurate recordkeeping
- Research and provide general community resources related to employment, training and post-secondary
- Work individually to set goals with learners related to family, work, education and community needs
- Disabilities resource and referral for identified learners
- Work with teaching staff to identify and provide accommodations as possible within program guidelines
- Assist individuals with transitions into employment, training and post-secondary services
- Schedule in-class presentations related to soft skills to meet career and college readiness preparation

Family Advocate/Case Manager – Early Head Start *April 2010 – November 2013*
Community Action Inc., Haverhill / Newburyport, MA

- Provide counseling, education, advocacy, referral, and support services to enrolled families
- Outreach, recruitment, enrollment, and retention of families for program participation
- Schedule, plan, conduct, and record all visits and community involvement opportunities
- Administer and interpret surveys, screenings, evaluations, and assessments
- Strategize with enrolled families to identify strengths, needs, barriers, resources, and goals
- Assist in program and curriculum development for Early Head Start program
- Develop case plans - counsel, review, and periodically evaluate plans
- Support and empower families to meet education, employment, and health goals
- Obtain input and feedback to monitor and document performance and progress
- Schedule, plan, implement, and document all client meetings and quarterly conferences
- Collaborate with advocates and agencies to identify area services and resources
- Maintain accurate records including confidential files, databases, and reports
- Conduct and complete all clerical and administrative duties; copy, file, fax, phone, ordering
- Data entry and documentation into Child Plus, Octopia, and TS Gold
- Plan and facilitate meetings, workshops, activities, open houses, and other events
- Initiate and maintain communication with all appropriate agency personnel
- Participate in staff trainings, events, meetings, and professional development opportunities
- Comply with all federal, state, and agency standards, procedure, and protocols

District Tutor *1995 – 2013 (part-time)*
Triton Regional School District, Byfield, MA

- Initiate and maintain tutor/student/school communications and relationships
- Schedule, implement and document all daily and weekly appointments
- Organize daily and weekly lesson plans and instructional materials
- Participate in curriculum development for at-home students
- Administer individualized, one-on-one instruction and assign homework
- Administer quizzes and tests and submit all work as assigned
- Document all appointments, assignments, homework and communications
- Evaluate and report student attendance, participation, progress and performance

- Advise, counsel, educate, and support students and families
- Maintain and submit all required forms, records and documentation
- Attend conferences, meetings, and trainings as required
- Maintain licensure and adhere to all school, state, and federal guidelines

District Tutor *1995 – 2013 (part-time)*
Exeter Area School District, Exeter, NH
Nashua Public Schools, Nashua, NH

Same duties as detailed above

Classroom Teacher *Aug 1986 - Oct 1989*
Nashua Brookside Psychiatric Hospital, Nashua, NH

- Classroom teacher in self-contained classroom
- Develop and implement individualized curriculum
- Develop daily and weekly lesson plans
- Provide individual and small group instruction
- Administer and evaluate quizzes and tests
- Participate in group counseling sessions

Education:

Master of Education / School and Community Counseling
Salem State College, Salem, MA May 1989
 Graduated Cum Laude with a 3.77 GPA

Bachelor of Science in Education
Plymouth State University, Plymouth, NH May 1983
 Member - Kappa Delta Pi - Honor Society in Education

Staff Development:

Disabilities Coordinators Meeting & Training; "Self-Determination" – March 2017
CCRS Foundational Unit 1; "Connecting the Standards" – February 2017
"What We Know About the HiSET" – November 2016
Adult Education Fall Conference; "Learning How to Take the Test" – October 2016
"Integrating Employability Skills" – October 2016
"Mental Health first Aid" – October 2016
"Effective E-Mail Marketing" – Great Bay Comm. College – March 2016
"Effective Social Media" – Great Bay Comm. College – March 2016
"Creative Content in Social Media" – Great Bay Comm. College - February 2016
Disabilities Coordinators Meeting – Agency Presentations – January 2016
"What We Know About the HiSET" – November 2016
Adult Education Fall Conference – November 2015
Disabilities Coord. Mtg. – HiSET Accom., Resources, Goal Setting – February 2015
National Conference on Effective Transitions in Adult Education – November 2014
NHHEAF Network; HiSET and College Admissions – November 2014
Disabilities Coordinators Meeting – HiSET, Resources and Apps. – January 2014
"HiSET 101"- Plans, Procedures and Content for HiSET in 2014 – December 2013

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2016

Schedule A

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 72,641	\$ 5,765,322	\$ 5,837,963	\$ -	\$ 5,837,963
Investments	-	6,352,626	6,352,626	-	6,352,626
Contracts receivable	3,126,168	289,050	3,415,218	-	3,415,218
Accounts receivable	-	636,656	636,656	-	636,656
Prepaid expenses	35,397	72,704	108,101	-	108,101
Under applied overhead	67,158	-	67,158	-	67,158
Due from other corporations	2,200,994	(1,436,059)	764,935	(764,935)	-
Total current assets	<u>5,502,358</u>	<u>11,680,299</u>	<u>17,182,657</u>	<u>(764,935)</u>	<u>16,417,722</u>
FIXED ASSETS					
Land	219,849	2,098,933	2,318,782	-	2,318,782
Buildings and improvements	1,570,775	8,855,884	10,426,659	-	10,426,659
Vehicles and equipment	870,445	404,922	1,275,367	-	1,275,367
Total fixed assets	<u>2,661,069</u>	<u>11,359,739</u>	<u>14,020,808</u>	<u>-</u>	<u>14,020,808</u>
Less - accumulated depreciation	1,391,175	3,125,458	4,516,633	-	4,516,633
Net fixed assets	<u>1,269,894</u>	<u>8,234,281</u>	<u>9,504,175</u>	<u>-</u>	<u>9,504,175</u>
OTHER ASSETS					
Restricted cash	22,433	386,898	409,331	-	409,331
Total other assets	<u>22,433</u>	<u>386,898</u>	<u>409,331</u>	<u>-</u>	<u>409,331</u>
TOTAL ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 85,805	\$ 119,080	\$ -	\$ 119,080
Accounts payable	451,787	92,557	544,344	-	544,344
Accrued payroll and payroll taxes	477,322	497,667	974,989	-	974,989
Accrued compensated absences	-	498,403	498,403	-	498,403
Accrued other liabilities	203,158	8,579	211,737	-	211,737
Refundable advances	1,310,895	5,413	1,316,308	-	1,316,308
Tenant security deposits	22,083	40,571	62,654	-	62,654
Due to other corporations	629,298	135,637	764,935	(764,935)	-
Total current liabilities	<u>3,127,818</u>	<u>1,364,632</u>	<u>4,492,450</u>	<u>(764,935)</u>	<u>3,727,515</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	282,669	2,157,740	2,440,409	-	2,440,409
Total long-term liabilities	<u>282,669</u>	<u>2,157,740</u>	<u>2,440,409</u>	<u>-</u>	<u>2,440,409</u>
TOTAL LIABILITIES	<u>3,410,487</u>	<u>3,522,372</u>	<u>6,932,859</u>	<u>(764,935)</u>	<u>6,167,924</u>
NET ASSETS					
Unrestricted	3,384,198	16,779,106	20,163,304	-	20,163,304
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2016

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,036,202	\$ -	\$ 33,036,202	\$ -	\$ 33,036,202
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	-	337,540
Rental income	-	637,038	637,038	-	637,038
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,502
Interest Income	136	305,161	305,297	-	305,297
Unrealized loss on investments	-	(195,356)	(195,356)	-	(195,356)
In-kind	2,173,671	-	2,173,671	(2,173,671)	-
Miscellaneous	390,426	382,426	772,852	-	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,364
EXPENSES					
Program services:					
Child Development	9,765,805	-	9,765,805	(2,173,671)	7,592,134
Community Services	1,584,465	-	1,584,465	-	1,584,465
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,754
Energy	10,350,805	-	10,350,805	-	10,350,805
Hispanic-Latino Com. Services	293,600	-	293,600	-	293,600
Housing and Homeless	183,374	-	183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	-	2,400,554
Special Projects	1,417,406	-	1,417,406	-	1,417,406
Volunteer Services	125,312	-	125,312	-	125,312
SNHS Management Corporation	-	1,360,675	1,360,675	-	1,360,675
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,079
Support services:					
Management and general	1,923,341	-	1,923,341	-	1,923,341
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,420
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	-	2,232,944
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	-	17,930,360
NET ASSETS - END OF YEAR	\$ 3,384,198	\$ 16,779,106	\$ 20,163,304	\$ -	\$ 20,163,304

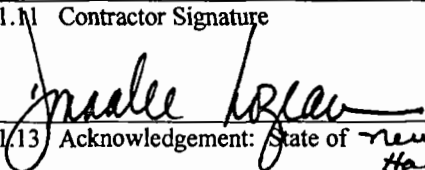

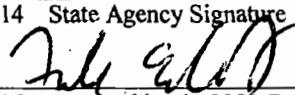
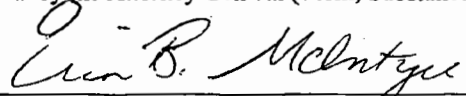
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc. (English for New Americans)		1.4 Contractor Address PO Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$243,336.47
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement: State of <u>new Hampshire</u> , County of <u>Hillsborough</u> On <u>Aug 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020 Debra Stohrer			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-9-17</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>8/9/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials BC
Date 8/7/2017

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 8/7/2017

EXHIBIT A

The Services

Services at Southern New Hampshire Services (English for New Americans) will be provided at the First Congregational Church at 508 Union Street in Manchester. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

English for New Americans in Manchester, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ESL Program:

FY18
200

Project 2: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.

- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ALS program:

FY18
30

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18
Administrative	\$11,000.00
Teaching Staff	109,978.64
Administrative Benefits	2,605.71
Teacher Benefits	11,437.78
Rent	5,250.00
Telephone	457.50
Internet	749.50
Postage	150.00
Printing	600.00
Workbooks & Printed Media	8,901.00
Payroll Services	952.00
Office Supplies	1,000.00
New Computers	1,500.00
Professional Organization Dues	166.00
Professional Organization Conference	500.00
Indirect Cost	14,127.58
Totals	\$169,375.71

ESTIMATED PROJECT 2 (ALS)	FY18
Administrative	\$34,500.00
Administrative Benefits	9,439.30
Rent	6,000.00
Telephone	457.50
Internet	749.50
Printing	50.00
Office Supplies	250.00
Payroll Services	56.00
New Furniture	250.00
New Computers	17,499.00
Indirect Cost	4,709.46
Totals	\$73,960.76

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$243,336.47.
2. The total of the approved budget shall not exceed \$243,336.47 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the

program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.

4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$243,066.47

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants – Federal
06-56-56-565010-2535-601-500931 State Fund Match

FY 2018
\$ 73,000.95
\$170,335.52
\$243,336.47

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

- a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 65506



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

**CERTIFICATE OF VOTE
(Corporate Authority)**

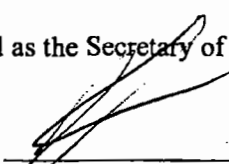
I Orville Kerr, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of
such books; (4) that the Board of Directors of the Corporation have authorized, on June 13, 2017,
(date)
such authority to be in force and effect until June 30, 2018.
(contract termination date)

The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any
contract or other instrument for the sale of products and services:

<u>Donnalee Lozeau</u>	<u>Executive Director</u>
<u>James Chaisson</u>	<u>Chief Fiscal Officer</u>
<u>Ryan Clouter</u>	<u>Energy and Housing Operations Dir.</u>
<u>Ron Ross</u>	<u>Housing Fiscal Officer</u>

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or
section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 7th day of
August, 2017.


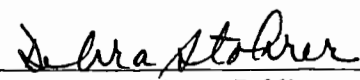
Orville Kerr, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 7th day of August, 2017, before me, Debra Stohrer the
undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the
Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as
such Secretary being authorized to do so, executed the foregoing instrument for the purposes
therein contained.

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

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020



Notary Public

Commission Expiration Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2017

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		CONTACT NAME: Teri Davis	
CGI Insurance		PHONE (A/C, No, Ext): (603) 232-9398	FAX (A/C, No): (603) 622-4618
171 Londonderry Turnpike		E-MAIL ADDRESS: tdavis@cigbusinessinsurance.com	
Hooksett NH 03106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Great Falls Insurance Company	
		INSURER C: Nautilus Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Employee Benefits						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY			ETA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured Motorist (CSL) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3A State: NH & ME	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A		WCD0937550016			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			BCN-0079876	12/02/2016	12/02/2017	Aggregate 1,000,000
C	Pollution Liability			CPL2004475-15	1/23/2017	1/23/2018	Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Education
Bureau of Adult Education
21 South Fruit St, Ste 20
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

Laura Perrin/TERI

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ACORD 25 (2014/01)

INS025 (201401)

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SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of December 7, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz	<u>Representing Manchester</u>	<u>Representing Manchester</u> James Brown <i>9/15-9/18</i> Orville Kerr, Secretary <i>Term 9/15-9/18</i>	Danielle Conroy <i>Term Expires 2018</i>
<u>Representing Nashua</u> Kevin Moriarty	<u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman <i>Term: 9/15-9/18</i> Wayne R. Johnson <i>Term: 9/15-9/18</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/14-9/17</i> Shirley Pelletier <i>Term: 9/14-9/17</i>	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u> Richard Delay, Sr., Chairman <i>Term: 9/15-9/18</i>	<u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i>	
<u>Representing Rockingham County</u> Jill Jamro, Treasurer	<u>Representing Rockingham County</u> Carrie Marshall Gross <i>Term: 12/14-9/17</i>	<u>Representing Rockingham County</u>	

Directors Serve Without Compensation.

Salary Information for Key Personnel

English for New Americans (SNHS)
Project 1: ESL

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Barbara DelloRusso				\$8,636.80
					Administrative TOTAL	\$ 8,636.80

English for New Americans (SNHS)
Project 2: ALS

Administrative						
	Title		Hours	Weeks	Wage	TOTAL
1	ALS Coordinator	To be hired		32	Salary	\$ 34,500.00
					Administrative TOTAL	\$ 34,500.00

Professional Profile

Barbara A.F. DelloRusso

Summary of Qualifications

- Currently Director/Advisor for the English for New Americans Program, an ESOL Adult Education Program. Manage 13 instructors/classes, 2 aides, 20 community volunteers/student interns and tutors. Student population, 190+ students
- Previous positions include: Academic Advisor/Career Counselor/Employment Counselor
- Keenly aware of workforce needs in areas of manufacturing, health care, and IT.
- Received a mini grant to develop curriculum for Healthcare Communications framework/curriculum for Intermediate/Advanced ESL students.
- Healthcare Communications is now part of a Career Path collaborating with WIOA and is offered every 8 weeks at ENA.
- Background includes connections with community businesses/partners/resources in Manchester and Concord areas. Prior participation with Chamber of Commerce when position was career focused.
- Highly skilled and organized administrator, facilitator, and supervisor.
- Developed workshops on interviewing, resume writing, and time management.
- Manage Facebook page, all PR and flyer development, and distribution.
- Previous Director, WorkReadyNH at NHTI. Responsible for all facets of this program.
- Developed curriculum for NHTI's WorkReady program on communication strengths, job/career search skills, and educational/career goals.
- Experienced Advisor for career and education. Students range from 18 – 70+. Traditional and non-traditional students.
- Previous Administrator for the Assessment testing (CASAS, KeyTrain and National Career Readiness Cert. through ACT, previously Accuplacer, DSST and CLEP, JobCorps Math and Reading).
- Scientific Editor, 12 years. College Composition tutor at NHTI and Granite State College.
- Program Coordinator/Tutor Cross Cultural Office, NHTI.

Education

- M.Ed.* May 2008. *Plymouth State University*. Adult Learning and TESOL. *GPA: 4.0*. Research Design: Integrating ESL Education in NH hospitals. Capstone: Taught an ESL College Bridging class.
TESOL Certificate. March 2004.
School of International Training, Costa Rica. Month-long intensive course.
Teaching English to Speakers of Other Languages.
- B.A.* May 1994. *University of Southern Maine*, Anthropology/geography major with an emphasis in Biology, *GPA: 3.64 summa cum laude*.

Experience

Program Director/Advisor, English for New Americans, Manchester, NH 8/2015 – present

Relevant Professional Development/Other FY 2016/2017

NH Education Fall Conference
NH Education Director's Meetings
NH Partner Meetings
ESOL Transition Meetings
CCRS Training
St Anselm's Community and Student Intern Conference
NH Education Disabilities Coordinator Meeting
NH Works Spring Conference, May 2017 Part of ESL Transition Team Panel
Student Intern Coordinator, Volunteer Coordinator
ENA 'Singers' Coordinator for holiday dinner

Program Director – WorkReadyNH at NHTI, Concord's Community College, Concord, NH
Dept. of Labor/Dept. of Education Grant funded through June 2015. 7/2013 – 8/2015

Academic Advisor/Career Counselor (Case Manager), Lutheran Social Services (HPOP)
Manchester, NH. Federal Grant funding. 5/2011- 7/2013

- *Healthcare Opportunity Project*

Employment and Educational Counselor, Southern New Hampshire Services,
Manchester, Concord, and Nashua. Grant ended. 9/2008 – 7/2009 and 10/2010 – 5/2011

Academic Resource and Information Coordinator, Granite State College, Concord, NH 7/2009 – 9/2010
Manchester and Concord, NH centers. Position eliminated through GSC restructuring.

Academic Advisor and Interim Positions (part-time) at New Hampshire Technical Institute, Concord, NH
2001-2006

- Advised matriculated and non-matriculated students. (2.5 years)
- Interim Running Start coordinator and liaison for schools around the state (6 months).
- Walk-in Academic Advisor (5 months)
- ESL Tutor and Coordinator, Multicultural Office (2 years). Testing accommodations.

Teaching Experience

ESL Writing Instructor, Manchester Community College, Manchester, NH Spring, 2017

English for New Americans

ESL/Career Coach, English for New Americans 2015 - present

Healthcare Communications Instructor, English for New Americans, Spring 2016.

ESL Instructor, English for New Americans Program.
October 2010 – March 2011 and October 2012 – May 2013.

- Instructor for an Intermediate ESL Class using Step Forward 2 Curriculum (2012/2013).
- Developed Workplace curriculum. Instructed 3 hour beginner to intermediate class weekly.
Managed teacher assistants and materials for non-literate students (2010).

Adjunct Instructor, New Hampshire Technical Institute. Spring 2008 and spring 2009.

- LS 202 Clear Speech and Communication. Upper-level ESL students.

ESL Instructor, Tutor, Coordinator, Second Start Adult Education.

- Volunteer Literacy tutor, 2009-2010.
- Ongoing substitute Instructor, spring 2010. Beginner and Intermediate level classes.
- Instructor for Bridging class for upper level ESL students, spring 2008. Capstone project.
- Wrote a Verizon Grant for Second Start's ESL Distance Learning Program, fall 2007.
- ESL Instructor (beginner class) and Program Coordinator. 2004-2005.

Computer Skills

- PC: Proficient in Microsoft Word, Excel, and PowerPoint.
- Proficient in Skype and Facebook. Keyboard skills: 80+wpm
- Student information systems used: Banner, Web CT, Blackboard.
- HPOG Information System Database. Banner, NHTI/GSC. DOE Educational Database.
- Data management: learn new databases quickly, input case notes and services provided.
- Graphic Design: Mac: PhotoShop, Quark.

Volunteer/Membership

- *CERT, Community Emergency Response Team, Goffstown, NH*
- *CTM, Toastmasters International*
- *Audubon; Society for the Protection of NH Forests*
- *NH Women in Higher Education*
- *Linked-In with NACADA, ACPA, 603Networking, and the Professional Women's Network, NHNonprofits Organization.*
- *NACADA Webinar Advising ESL and International Students. Prior member, NACADA*
- *Motivational Interviewing refresher.*

English for New Americans

Job Description: Adult Learner Services (ALS) Coordinator

Job Summary:

The ALS Coordinator provides support services to Adult Basic Education (ABE), HISET Preparation, English as a Second Language (ESL), Workplace/Employment Literacy Programs and other Outreach Programs and needs of adult students in the community. The incumbent will be responsible for planning, set-up, and coordination of all tutoring needs for ABE, HISET, ESL, Workplace Literacy, and adults who come to the ENA program with general literacy needs, working with approximately 30+ tutors to support the overall instructional program in Manchester.

Supervision Received

Works under the supervision of the English for New Americans Program Coordinator.

Supervision Exercised

Volunteers

Minimum Qualifications

- Bachelor Degree in Education minimum, Master's preferred.
- Adult Basic Education/ESOL experience.
- Ability to tutor in Math, Science, English and computer literacy.
- Experience working with volunteers.
- Strong interpersonal and communication skills.

General Responsibilities

- Recruit, interview, and train tutors, and build a database of tutors strengths and availabilities
- Recommend professional development for tutors, offer tutor preparation and workshops
- Begin research and collaboration with ENA on Distance learning programs such as "Bridge the Gap" preparation for college classes.
- Test and oversee student data with ENA testing, inputting and securing protocol via testing and database input protocol.
- Implement a student state mandated baseline/progress program and assessment plan for the placement,
- Manage progress of students enrolled in the tutoring program and collaborate findings with ENA Coordinator
- Coordinate with CCRS Office Assistant to prepare monthly, quarterly and annual performance reports submitted to the Department of Education (DOE) through the NRS system.
- Update future grant proposals for the procurement of funds for all program areas including continuation, revisions, amendments, and new funding applications.
- Work cooperatively with partner agencies and the community at large in the identification and recruitment of students who would benefit from adult learner services
- Maintain good rapport with surrounding communities, site personnel, volunteers, and members of the community at large

- Provide tutors with necessary and current resources for tutoring and assist them in developing tutoring strategies appropriate for the needs at hand, including content standards, basic life skills and technology/computer assisted/internet instruction.
 - Update tutors with policies and procedures annually and provide tutors with a calendar of scheduled events (e.g. HISET testing dates, class registration dates, holidays, school vacations, etc.
 - Contribute to newsletter produced by ENA and Adult Learner Services
 - Attend Dept. of Education meetings as appropriate.
 - Maintain one's own professional development and keep up with trends in adult education program areas.
 - Present periodically at local, state and national conferences.
 - Comply with Career Readiness Standards as appropriate
 - Coordinate information with other Manchester programs (WIOA, NHEP, ENA, International Institute, MACL, etc.)
 - Develop advertising/PR for the program -- sharing with other programs and the community.
 - Schedule and match tutors - and coordinate classroom visitations and offsite appointments
 - Will maintain the confidentiality of clients and staff in accordance with SNHS policy and procedure.
 - Abide by all SNHS, Inc. safety policies and procedures.
 - Present professional and positive image as a representative of SNHS.
 - Responsible for having adequate knowledge of all SNHS programs and will gather sufficient intake information to make referrals to other SNHS programs which are beneficial to the client and his/her family.
 - Performs all other duties as assigned by supervisory personnel.
-

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2016

Schedule A

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 72,641	\$ 5,765,322	\$ 5,837,963	\$ -	\$ 5,837,963
Investments	-	6,352,626	6,352,626	-	6,352,626
Contracts receivable	3,126,168	289,050	3,415,218	-	3,415,218
Accounts receivable	-	636,656	636,656	-	636,656
Prepaid expenses	35,397	72,704	108,101	-	108,101
Under applied overhead	67,158	-	67,158	-	67,158
Due from other corporations	2,200,994	(1,436,059)	764,935	(764,935)	-
Total current assets	5,502,358	11,680,299	17,182,657	(764,935)	16,417,722
FIXED ASSETS					
Land	219,849	2,098,933	2,318,782	-	2,318,782
Buildings and improvements	1,570,775	8,855,884	10,426,659	-	10,426,659
Vehicles and equipment	870,445	404,922	1,275,367	-	1,275,367
Total fixed assets	2,661,069	11,359,739	14,020,808	-	14,020,808
Less - accumulated depreciation	1,391,175	3,125,458	4,516,633	-	4,516,633
Net fixed assets	1,269,894	8,234,281	9,504,175	-	9,504,175
OTHER ASSETS					
Restricted cash	22,433	386,898	409,331	-	409,331
Total other assets	22,433	386,898	409,331	-	409,331
TOTAL ASSETS	\$ 6,794,685	\$ 20,301,478	\$ 27,096,163	\$ (764,935)	\$ 26,331,228
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 85,805	\$ 119,080	\$ -	\$ 119,080
Accounts payable	451,787	92,557	544,344	-	544,344
Accrued payroll and payroll taxes	477,322	497,667	974,989	-	974,989
Accrued compensated absences	-	498,403	498,403	-	498,403
Accrued other liabilities	203,158	8,579	211,737	-	211,737
Refundable advances	1,310,895	5,413	1,316,308	-	1,316,308
Tenant security deposits	22,083	40,571	62,654	-	62,654
Due to other corporations	629,298	135,637	764,935	(764,935)	-
Total current liabilities	3,127,818	1,364,632	4,492,450	(764,935)	3,727,515
LONG-TERM LIABILITIES					
Long-term debt, less current portion	282,669	2,157,740	2,440,409	-	2,440,409
Total long-term liabilities	282,669	2,157,740	2,440,409	-	2,440,409
TOTAL LIABILITIES	3,410,487	3,522,372	6,932,859	(764,935)	6,167,924
NET ASSETS					
Unrestricted	3,384,198	16,779,106	20,163,304	-	20,163,304
TOTAL LIABILITIES AND NET ASSETS	\$ 6,794,685	\$ 20,301,478	\$ 27,096,163	\$ (764,935)	\$ 26,331,228

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2016

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,036,202	\$ -	\$ 33,036,202	\$ -	\$ 33,036,202
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	-	337,540
Rental income	-	637,038	637,038	-	637,038
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,502
Interest Income	136	305,161	305,297	-	305,297
Unrealized loss on investments	-	(195,356)	(195,356)	-	(195,356)
In-kind	2,173,671	-	2,173,671	(2,173,671)	-
Miscellaneous	390,426	382,426	772,852	-	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,364
EXPENSES					
Program services:					
Child Development	9,765,805	-	9,765,805	(2,173,671)	7,592,134
Community Services	1,584,465	-	1,584,465	-	1,584,465
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,754
Energy	10,350,805	-	10,350,805	-	10,350,805
Hispanic-Latino Com. Services	293,600	-	293,600	-	293,600
Housing and Homeless	183,374	-	183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	-	2,400,554
Special Projects	1,417,406	-	1,417,406	-	1,417,406
Volunteer Services	125,312	-	125,312	-	125,312
SNHS Management Corporation	-	1,360,675	1,360,675	-	1,360,675
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,079
Support services:					
Management and general	1,923,341	-	1,923,341	-	1,923,341
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,420
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	-	2,232,944
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	-	17,930,360
NET ASSETS - END OF YEAR	\$ 3,384,198	\$ 16,779,106	\$ 20,163,304	\$ -	\$ 20,163,304