



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 20, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to amend an existing **sole source** contract with Goodwill Industries of Northern New England (vendor code 177131), by increasing the price limitation by \$2,400.00 from \$7,600.00 to \$10,000.00, and extending the end date from June 28, 2019 to October 31, 2019, to continue to provide a Multilingual Leadership Corps member to provide services for English learners participating in the department's Migrant Education Program in the Manchester School District, to improve academic engagement, effective upon Governor and Council approval. This contract was originally approved by the Commissioner of Education on December 18, 2018. 100% Federal Funds

Funds to support this request are anticipated to be available in FY 20 in the account titled Title III English Learners, upon the availability and continued appropriation of funds in the future operating budget:

FY 20

06-56-56-562010-25160000-102-500731 Contracts for Program Services \$2,400.00

EXPLANATION

The Department is requesting this be a **sole source** amendment due to the fact that the Multilingual Leadership Program is a very unique AmeriCorps program, and this is the first time Goodwill Industries has extended it to schools and education agencies in New Hampshire. This is a volunteer program where members perform services for the public benefit, are paid at a minimal wage, and receive an education award once successfully completing the service commitment.

His Excellency, Governor Christopher T. Sununu
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May 20, 2019
Page 2 of 2

The New Hampshire Title III office is funded through the US Department of Education, Office of Elementary and Secondary Education (<https://www2.ed.gov/programs/sfap/index.html>), under the legislative authority of Title III, Every Student Succeeds Act (ESSA).

With Title III funds, the Title III office provides technical assistance and training to teachers, administrators, and other stakeholders; collects data about EL students; awards Title III grants to school districts; and provides educational resources which enable teachers, parents, and administrators to help English Language Learners succeed academically and socially. Title III funds also are awarded to help eligible districts that have experienced a significant increase of new immigrant children.

The NHDOE's current Multilingual Leadership Corps member, Ms. Cleora Ohar, has been working with a caseload of more than 15 English learners. She has been providing essential academic supports in reading and mathematics for non-traditional students seeking to meet high school equivalency requirements, as well as in-school youth who acquiring English as a second or other language and trying to meet our state's academic standards in reading, mathematics and science. The extension is requested to allow the member to offer services for summer programming, beginning June 29, 2019 and ending October 31, 2019. The member will continue to work with her portfolio of at-risk students during the summer months, continuing to support the students' academic needs and further closing achievement gaps in reading, mathematics, and English language proficiency. In addition, the member will continue to support the NHDOE Migrant Education Program during a critical period, the beginning of the school year (i.e. September and October). This will help the program support the needs of the parents, community, and local school district, and the member will gain additional experience developing professional relationships.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:ah:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Goodwill Industries of Northern New England, Gorham, ME, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Commissioner of Education on December 18, 2018 hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to October 31, 2019
2. Amend Section 1.8 by increasing the price limitation from \$7,600.00 to \$10,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. Add Exhibit D (Contractor Obligations)
6. Add Exhibit E (Federal Debarment and Suspension)
7. Add Exhibit F (Anti-Lobbying)
8. Add Exhibit G (Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality)
9. Add Exhibit H (Termination)
10. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
11. This amendment shall commence upon Governor and Council approval and shall terminate on October 31, 2019.

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] 5.29.19
Commissioner of Education Date

Goodwill Industries of Northern New England

Name of Corporation (Contractor)

By: [Signature] CPD 4/26/19
Signature, Title Date

STATE OF Maine

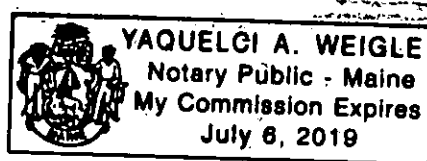
County of Cumberland

On this the 26 day of April, 2019, before me, Yaqueline Weigle, the undersigned officer, personally appeared Sherri Evans 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.

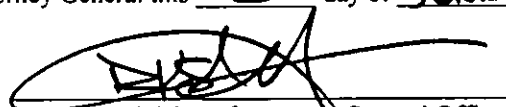
In witness whereof, I hereto set my hand and official seal.

Yaqueline Weigle
Notary Public/Justice of the Peace

July 6, 2019
Commission Expires



Approved as to form, substance and execution by the Attorney General this 5 day of JUNE, 2019.


Division of Attorney General Office

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

By: _____

EXHIBIT A-1

SCOPE OF SERVICES

Goodwill Industries of Northern New England will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through October 31, 2019:

The Goodwill AmeriCorps Program will provide a Multilingual Leadership Corps member to provide the following services for English Learners participating in the NH DOE Migrant Education Program in the Manchester School District, with middle and high school students receiving priority for services. This member will work approximately 30-40 hours per week and complete bi-weekly work logs throughout the 2018-19 academic year.

The extension is requested to allow the member to offer services for summer programming, beginning June 29, 2019, and to include the start of the 2019-2020 academic year (i.e. the months of September and October, 2019). The member will continue to work with her portfolio of at-risk students during the summer months, continuing to support the students' academic needs and further closing achievement gaps in reading, mathematics, and English language proficiency. In addition, the member will continue to support the NHDOE Migrant Education Program during a critical period, the beginning of the school year (i.e. September and October). This will help the program support the needs of the parents, community, and local school district, and the member will gain additional experience developing professional relationships.

The member's service plan activities may include:

- Academic support and tutoring;
- Family connection activities;
- Student academic engagement monitoring;
- Academic success plan development/implementation;
- Scholarship discovery/application;
- Financial Aid application support;
- College discovery/application support; and
- Self-discovery inventories.

The member's essential functions may include:

- Serve as a mentor and tutor for a portfolio of at-risk students;
- Develop and maintain contact with students' parents, teachers, counselors and/or referral partners;
- Develop relationships and resources within the community;
- Conduct regular meetings with students and track Social Emotional Learning (SEL) Practices;
- Connect students with intensive services such as mentoring, academic support, service learning, and/or community engagement projects; and
- Create a structure for supplemental learning opportunities and expanded career awareness.

Performance data will be collected through quarterly reports around the following measures:

- Output: 150 students participating in services provided by the Multilingual Leadership Corp member.
- Intermediate outcome: 125 students demonstrating improved academic engagement.

(See amended 2018-2019 Cooperative Agreement between Goodwill Industries of Northern New England's AmeriCorps Program and New Hampshire Department of Education)

EXHIBIT B-1

BUDGET

(budget through October 31, 2019)

Task	Current Budget	Amendment/ Increase	New Budget
Salary/Benefits	\$7,600.00	\$2,400.00	\$10,000.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$10,000.00.

Funding Source: Funds to support this request are available in the account titled Bilingual Education for FY 19, and are anticipated to be available in the account titled Title III English Learners for FY 20, upon the availability and continued appropriation of funds in the future operating budget:

06-56-56-562010-25160000-102-500731 Contracts for Program Services **FY 19** \$7,600.00

06-56-56-562010-25160000-102-500731 Contracts for Program Services **FY 20** \$2,400.00

Method of Payment: Upon Commissioner of Education approval, a down payment was made in the amount of \$1,000.00 upon submittal of an invoice from Goodwill Industries of Northern New England. Thereafter, four monthly payments, for the months of January, February, March and April, in the amount of \$1,650.00 each, will be/have been made upon receipt of a monthly invoice. Upon Governor and Council approval, the remaining \$2,400.00 will be paid on July 19th and August 23rd in two equal payments of \$1,200.00.

Aaron Hughes
Title III State Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D**Contractor Obligations**

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials
Date

AC
4/26/19

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials AK
Date 7/26/19

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials AC
Date 4/26/19

Exhibit G**Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality****Rights to Inventions Made Under a Contract or Agreement**

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials _____
Date _____

SAK
4/20/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.
If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.
If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials _____
Date _____

gk
4/26/19

CERTIFICATE OF VOTE

I, Dexter Kamilewicz, do hereby certify that:
(Name of Clerk/Secretary of Corporation; cannot be signatory)

1. I am the duly elected Clerk/Secretary of Goodwill Industries of Northern New England.
(Corporation Name)
2. I attest that Goodwill Northern New England has established as its policy that for any contract or grant application, the President & Chief Executive Officer, and/or the Chief Financial Officer/Senior Vice President of Finance and Operations, has the capability to sign on behalf of the Corporation.

This includes being authorized on behalf of this Agency to enter into contracts 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 foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 26th day of April, 20 19.
(Day) (Month) (Yr) (Must be same as the contract date)

4. Sherrri Evans is the duly elected Chief Financial Officer of the corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

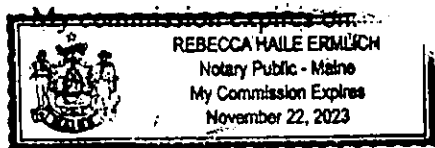
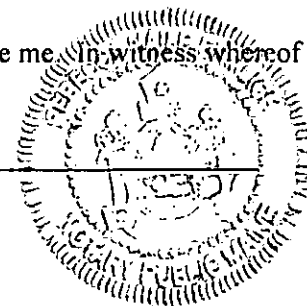
IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation, this 26th day of April, 20 19.
(Day) (Month) (Yr) (Must be same as the contract date)

Dexter Kamilewicz
Signature of Clerk/Secretary of Corporation

STATE OF Maine, COUNTY OF Cumberland

On April 26, 20 19, the foregoing instrument was acknowledged before me, in-witness whereof I hereunto set my hand and official seal.

Rebecca Haile Ermilich
Notary Public/Justice of the Peace



Internal Revenue Service

Date: October 18, 2005

GOODWILL INDUSTRIES OF NORTHERN
NEW ENGLAND
PO BOX 8600
PORTLAND ME 04104-8600

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ronnie Clemons 31-04020
Customer Service Representative

Toll Free Telephone Number:
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
01-0284340

Dear Sir or Madam:

This is in response to your request of October 18, 2005, regarding your organization's tax-exempt status.

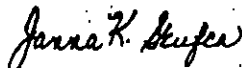
In August 1969 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



GOODIND-01

VWYMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2018

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME:	PHONE (A/C, No, Ext): (207) 774-6257		FAX (A/C, No): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com			
INSURED Goodwill Industries of Northern New England	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Philadelphia Indemnity Ins Co			18058
	INSURER B: MEMIC			
	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
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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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				7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education 101 Pleasant Street 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

STATEMENT OF UNION CONCURRENCE

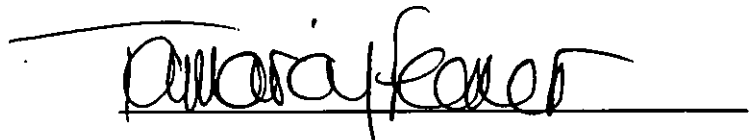
After review of the Agreement titled "2018-2019 Cooperative Agreement Between Goodwill Industries of Northern New England's AmeriCorps Program and NH Department of Education", SEA/SEIU Local 1984, Chapter 44 provides this letter of concurrence in support of the terms and goals of said agreement between Goodwill Industries of Northern New England's AmeriCorps (hereafter "Goodwill") program and the New Hampshire Department of Education (hereafter "DOE"), which concerns the contracting of services from Goodwill for the benefit of DOE.

Specifically, this agreement provides for the services of one Goodwill member to provide services to DOE for the term of Governor & Council approval to October 31, 2019. The scope of services being provided by the member are education and tutoring for English Learners participating in the NH DOE Migrant Education Program in the Manchester, NH School District.

This statement of concurrence is being provided in reliance upon the knowledge that said contract will not displace any existing bargaining unit members or reduce their hours, and that no existing bargaining unit employee will be supervised by the Goodwill member. If this agreement, in fact, results in the reduction of hours, displacement, or layoff of any existing bargaining unit member, or if a bargaining unit employee is assigned to be supervised by the Goodwill member, this statement of concurrence shall be revoked and rendered null and void.

If any of the terms of the agreement at issue are violated by either party (Goodwill or DOE), or if the terms of the agreement are amended, altered, or changed in any way, this concurrence will be revoked and deemed null and void.

Dated: May 20, 2019



SEA/SEIU Local 1984, Chapter 44 President

Program Name:
(For Program use only)

☐ MLC
☐ GSNH



AMENDED 2018-2019 COOPERATIVE AGREEMENT

BETWEEN Goodwill Industries of Northern New England's AmeriCorps Program And New Hampshire Department of Education

I. Purpose:

This Cooperative Agreement serves to document the terms of cooperation between **Goodwill Industries of Northern New England's Multilingual Leadership Corps AmeriCorps Program**, (hereafter referred to as "Goodwill AmeriCorps") and the New Hampshire Department of Education (hereafter referred to as the "Sponsor".) Included is a general description of the role the AmeriCorps Member (hereafter referred to as the "Member") will have with the Sponsor, a listing of the contributions to the project(s) by each party, and certain assurances. This Cooperative Agreement may be amended or otherwise modified by countersigned letter by both parties.

II. Member Position Description (payroll and benefits provided to the member by Goodwill AmeriCorps):

Num. of members	Hours per week.	Value of Ed. Award	Bi-Weekly stipend	Term of service	Health Insurance
1	30-40	~\$3.59/hour	~\$527	Upon Commissioner of Education approval through June 28, 2019. Amendment upon Governor & Council approval through October 31, 2019	provided

- AmeriCorps Member will be assigned to provide volunteer service to the Sponsor during the member term listed above which must fall within the grant period upon Commissioner of Education approval through June 28, 2019 and **Governor & Council approval through October 31, 2019** for 5 days per week, serving approximately 37.5 hours per week with the Member being required to attend trainings throughout the term.
- The responsibilities of the Member(s) shall be in accordance with this Cooperative Agreement and subsequent position description submitted by the Sponsor, as well as in accordance with AmeriCorps® regulations. Additional services may be performed by the Member as jointly decided by the AmeriCorps Program Manager, and the Sponsor's technical supervisor or agency contact of the Sponsor.
- Members may only receive pay and benefits during Goodwill's grant contract period with its funder (noted in II. a.). Members may not change their start or end dates (to ensure the grant period is respected).

- d. All services performed by the Member will be for the public benefit. In times of National Disaster a request may be made by AmeriCorps for a temporary re-assignment of a member to assist with disaster recovery efforts.
- e. All details of member position(s) are outlined in attached member position descriptions(s). See *Exhibit A-1 Scope of Services (NH DOE Amendment to Professional Services)*

III.

Commitment of Resources and Services:

a. **Goodwill AmeriCorps Program agrees to provide the following:**

- i. For each of the Members: living allowance paid to the AmeriCorps Member in equal biweekly payments over a specified number of pay periods (see chart for stipend amount). A member will start their term on the first day of a pay period and end their term on the last day of the pay period. Goodwill AmeriCorps will also pay the employer's portion of FICA and Workers Compensation premiums.
 - 1. **No Member may begin a term of service or start receiving pay or benefits until the Goodwill AmeriCorps Program has obtained all Member enrollment paperwork, Host Site Paperwork, and this signed Sponsor Agreement.**
 - 2. **All members will be subject to Eligibility Verification submitted through CNCS. This will require submission of a social security card, photo ID, and citizenship documentation. Eligibility Verification must happen before a member's start date. If eligibility is not verified automatically, it could delay an individual's start date for 3 days or more.**
- ii. Health insurance for the Member(s) from the first day of their term to either the 364th day of service or the last day of the last month of the term (as long as the member is scheduled to serve an average of 30 hours per week or more). The policy will be a group policy, and will meet the Corporation for National Service (AmeriCorps) standards for Member health coverage and is compliant with the Affordable Care Act. (Specific questions of coverage can be addressed to the Goodwill AmeriCorps staff)
- iii. An education award to each Member who successfully completes the service commitment and required hours of service, as documented by the sponsoring agency and Goodwill AmeriCorps (see chart in section I for stipended member awards). This award will only be redeemable for past or future educational expenses incurred at a Title IV institution, and is paid directly to the approved lender/institution. If a member has already served a term of service, they may receive a pro-rated amount of the education award listed in the chart.
- iv. Transportation reimbursement of 54.5 cents per mile (rate as of June 2018), will change if Goodwill rate changes) for travel to and from the Member's host site or home (whichever is closer) to attend trainings required by Goodwill AmeriCorps. Carpooling is arranged for all AmeriCorps Trainings. Members can choose not to carpool but may risk forfeiting their mileage reimbursement.
- v. Member Training: **Orientation** on the first day of service. **Initial Training** in volunteer management, networking, and program specific training. **On -going Training** on a variety of topics occurring throughout the term (training calendar attached).
- vi. Continual support for both the Members and the Sponsor as the term progresses.
 - 1. Site visits by authorized AmeriCorps personnel to ensure compliance with AmeriCorps reporting and position requirements, assistance with enforcing the Rules of Conduct and disciplinary policy, tracking Members progress, and working with all parties involved keeping the projects moving forward.
 - 2. Updates on Member progress regarding hours completion
 - vii. Provide and explain all forms required for AmeriCorps reporting/Member evaluation.

- vii. Exit Members within required 30 days and Enroll Members within required 5 day period.
- viii. Provide AmeriCorps and Funder logos for display at the site.

b. The Sponsor agrees to commit to the following:

- i. To designate a Site Supervisor who will work closely with the Member(s). Sponsor agrees to send the Supervisor to two meetings during the year. The first is a Site Supervisor Orientation prior to the member start; and the second is a Supervisor Event during the program year. The Supervisor will attend supervisor conference calls to obtain Goodwill AmeriCorps program updates. **The Site Supervisor must be cleared by Goodwill AmeriCorps to work with vulnerable populations and the AmeriCorps Member.**
- ii. To provide a qualified Site Supervisor to oversee the member, including:
 1. If a change in the Site Supervisor is required, the Sponsor must provide proof of supervisor experience/availability before the change can occur.
 2. The Site Supervisor and all individuals listed on this contract will undergo a sex offender check (conducted by AmeriCorps staff through the National Sex Offender Registry online) and the one identified Site Supervisor will receive an FBI fingerprint background check and a state police check.

Program Contacts:

Host Site Supervisor's Name (this will be the primary contact for AmeriCorps staff): Barbara Patch
 Email Address: Barbara.Patch@doe.nh.gov
 Phone: 603-271-2273

Some instances may require contacting the site supervisor's superior, such as:

- In the event that a supervisor leaves their position, or
- Host Site responsibilities are out of compliance.

Site Supervisor's Superior: Santina Thibedeau Title: Bureau of Student Support Administrator

Email Address: Santina.Thibedeau@doe.nh.gov Phone: 603-271-6693

Supervisor
Initials

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

Site Supervisor Certification of Responsibilities (to be initialed by direct supervisor)

1. I am available to meet with the AmeriCorps Member at least once per week to review projects/expectations
2. I am able to approve timesheets online at least every other week or find an appropriate person to do so.
3. I am available to work with those responsible for financial aspects at my agency to determine in-kind amounts at the beginning of the AmeriCorps term.
4. I am available to work closely with the AmeriCorps staff and provide prompt communication if there are any concerns (even small ones).
5. I am available to serve as a coach to the AmeriCorps Member.
6. I am able to submit all required paperwork in a timely manner.

- iii. Will provide all interview documentation including two documented reference checks for the Member, written interview questions, and interview evaluations used in making the selection decision.

- iv. It is the Site Supervisor's responsibility to provide accompaniment for an AmeriCorps Member who has started his/her term of service, and is serving vulnerable populations, but does not yet have a cleared FBI or state check returned to Goodwill AmeriCorps. A person is accompanied when he/she is in the physical presence of a person cleared by their host site for access to a vulnerable population. Vulnerable populations include: seniors, children, and individuals with disabilities.

Any person the host site lists on timesheets as providing accompaniment must be cleared to do so. Other AmeriCorps members can provide accompaniment. How does the Sponsor determine if a person is qualified to be an accompanier?

The member will attain background checks and clearance prior to start of agreement.

- v. The duties of this Site Supervisor include: providing a written position description for the Member, orienting the Member to the Sponsor; developing objectives for the Member; explaining to the Member plans and procedures necessary to accomplish the objectives; review and approve timesheets on a weekly basis; providing adequate training and the necessary materials, supplies and equipment to the Member when needed; ensuring members do not participate in projects that pose undue safety risks or are prohibited activities under AmeriCorps regulations; monitoring the progress of the Member in accomplishing the objectives and reporting progress to AmeriCorps staff; communicating to the Member and to the Program Manager within 72 hours any conflicts requiring resolution that may arise during the year; and assisting Goodwill AmeriCorps in evaluating the performance of the Member and the Goodwill AmeriCorps Program.
- vi. The AmeriCorps® Member will be required to attend all required AmeriCorps Sponsored trainings. The supervisor is expected to support the member in attending these trainings, ensuring there are not conflicts with scheduling which prohibit the member's attendance. A training schedule is attached.
- vii. Provide a space for the Member. This must include appropriate phone, computer (with internet), copier, and desk use.
- viii. Provide travel expense reimbursement for work related travel in accordance with the organization's current reimbursement policies for its employees at the existing organizational rates.
- ix. If Sponsor anticipates the Member's operation of any Sponsor owned vehicle, to provide to the Goodwill AmeriCorps Program Manager written proof of liability insurance before such usage shall start. Sponsor shall absolve Goodwill AmeriCorps of any and all claims arising from any accident in which the Member was driving a Sponsor Agency Vehicle.
- x. If Sponsor anticipates the Member transporting students, the Sponsor must have policies and liability in place that any volunteer for the host site would have to comply to. Volunteers recruited by a member also must follow host site policies in regard to transporting students and other activities.
- xi. To maintain sufficient records to be able to sign and certify as to the correctness of **bi-weekly Member hours**, and **bi-weekly summaries** of its in-kind contributions (member pay may be withheld if timesheets become delinquent). Provide Goodwill AmeriCorps with completed **Welcome Checklist**. To provide to Goodwill AmeriCorps an **end-of-term evaluation** of the Goodwill AmeriCorps Program, and **quarterly reports** on the Member's progress toward meeting Goodwill AmeriCorps Program's objectives, as described in the RFP/application. To ensure receipt by Goodwill AmeriCorps of all **weekly**

timesheets on a timely basis, by the Monday of each week for the previous week's work. To ensure receipt by Goodwill AmeriCorps of all **progress reports** on a timely basis but no later than the 5th of the month for reporting. To provide to Goodwill AmeriCorps and the Member a mid-term and end-of-term evaluation of the Member's performance. All necessary forms are located on the Goodwill AmeriCorps Member Management website for member and supervisor access.

1. Supervisors and members are required to complete paperwork and reporting through an online member management system. Logging into this site and submitting any paperwork through the site, is stating that all information submitted is true and verified by the individual. Typing a name, clicking a submit/approve button, signing an electronic signature or uploading a document are all actions which signify that an individual is signing and verifying the said document. It is the individual's responsibility to not share a password to this website with any other person. A member and supervisor are responsible for submitting their individual documents through this website.
- xii. Due to the nature of AmeriCorps partnerships and the service that members do, supervisors, members, and AmeriCorps staff is exposed to confidential information through communicating with members, program staff, and supervisors and providing support and guidance within those networks. Information shared between the host sites/members and AmeriCorps staff will be kept in confidence. Likewise, Supervisors sign a Host Site Contract agreeing to keep sensitive information regarding a member in confidence. They are also trained during Site Supervisor orientation regarding the importance and consequences around keeping member information confidential. Breaches of member confidentiality could result in loss of participation within the grant and/or future funding through Goodwill AmeriCorps Grants.
- xiii. As part of the National Service Network, the Corporation requires that the host site display AmeriCorps and Funder logos at the site.
- xiv. Provide a letter of Union Concurrence from the Union Representative if there is a Union present within your organization.

1. Please indicate if there is a Union present with the organization: X Yes No

2. Provide proof of nonprofit status to Goodwill AmeriCorps.

- xv. To pay Goodwill AmeriCorps a **\$10,000** cash match contribution. This should be paid to the operations of Goodwill Industries of Northern New England's programs with no restrictions on year or program. This will be billed in full at the start of the Goodwill AmeriCorps program. Payments will be made in accordance with the payment schedule in this contract; **final payment to be made August 23, 2019.**

IV. Assurances:

a. Goodwill AmeriCorps assures that:

- i. In the event the Member placed at the sponsoring agency does not complete their term of service, one of the following will occur:
 1. If it is within the first 66% of the member's weeks served, the site will be refunded a prorated share of their payment, less a \$1,200 administrative fee.
 2. If it is after the first 66% of the member's weeks, the site will not receive a refund.
- ii. Member disciplinary actions are managed fairly by Goodwill AmeriCorps, and in close communication with the sponsor organization. A sponsor organization cannot terminate a member unilaterally. Goodwill AmeriCorps staff will manage all disciplinary actions and termination.

1. For violating the stated rules, Goodwill AmeriCorps will do the following (except for infractions serious enough to warrant a different sequence, including where a Member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance during the term of service.):
 - a. for the Member's first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
 - b. for the Member's second offense, an appropriate Goodwill AmeriCorps official will issue a written warning and reprimand the Member;
 - c. for the Member's third offense, the Member may be suspended for one day or more without compensation;
 - d. for the fourth offense, AmeriCorps may release the Member for cause.
 - iii. Goodwill AmeriCorps reserves the right to release the Member for cause if, in the opinion of the Program Manager
 1. his/her conduct undermines the effectiveness of the program or the project which he/she is assigned.
 2. he/she repeatedly or periodically demonstrates inappropriate behavior by engaging in a pattern of misconduct.
 - iv. Goodwill AmeriCorps reserves the right to resolve outstanding compliance issues with the Sponsor/ Supervisor in the event that Sponsor commitments outlined in this contract are not being fulfilled. These matters will be resolved in the manner that follows:
 1. For the first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
 2. For the second offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will issue a written warning;
 3. For the third offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will contact the supervisor's superior;
 4. For the fourth offense (or no resolution regarding corrective action), the Sponsor or Supervisor may be restricted from Goodwill AmeriCorps, the member removed from the site, and/or an administrative fee charged to the Sponsor agency.
 - v. AmeriCorps staff will document all disciplinary actions and reasons for release.
- b. The Sponsor assures that:
- i. The services to be performed by AmeriCorps Members will not result in the displacement, whole or partial, of permanent or regular seasonal employees or volunteers:
 1. **Nondisplacement.** (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation (AmeriCorps) assistance.
 - a. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

v. Employee who is on strike or who is being locked out. *See full text in the Corporation's regulations at § 2540.100*
http://www.americorps.gov/help/ac_sn_all/ASN_Megasearch_Site.htm
Search: SEC. 177. [42 U.S.C. 12637]

ii. The services of the AmeriCorps Member will not involve a faction or group in an election for public office and, while it can involve faith-based groups, such involvement cannot include any prohibited activities as defined in the AmeriCorps Provisions. Members may not participate in prohibited activities while counting hours toward earning their Education Award or while representing AmeriCorps. Members may also not engage in the following activities indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the listed prohibited activities. Individuals may exercise their rights as private citizens and may participate in the activities listed below on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. Prohibited Activities include:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities;
8. Conducting or using Corporation funds to conduct a voter registration drive;
9. Providing abortion services or referrals for receipt of such services;
10. Such other activities as the Corporation may prohibit.
11. Prohibited fundraising Activities including:
 - a. Raising funds for his or her living allowance
 - b. Writing grant applications for AmeriCorps funding or for any other funding provided by CNCS
 - c. Writing grant applications for federal funding

iii. Open lines of communication will be held between sponsor organization, Member, and Goodwill AmeriCorps staff. This includes any need for disciplinary action.

- iv. Members serve no more than 20% of time in training and 10% of their time fundraising.
 - v. Members and supervisors follow all program policies, including Drug Free Workplace, workplace safety, record compliance, reasonable accommodation, Equal Opportunity Employment, Grievance Procedures, and Harassment. (Full list of policies outlined in supervisor and member orientations).
 - vi. Volunteer screening and background checks for mentors, school volunteers and any other project volunteers/participants will be completed by the sponsor agency. These volunteer/mentor background checks will follow host site agency policy and for mentors (or volunteers with significant exposure to at-risk populations) will at a minimum include a check of the online sex offender registry (<http://www.nsopw.gov>) and two references. Goodwill AmeriCorps will only do background checks on the AmeriCorps member and the identified site supervisor. All other checks are the responsibility of the sponsor.
 - vii. The services to be performed are authorized by the Sponsor's governing body and applicable laws and regulations and conforms to all applicable regulatory requirements and restrictions.
 - viii. Authorized AmeriCorps staff and representatives and authorized AmeriCorps® staff and representatives from participating partner agencies will have the right to visit the Sponsor Site to inspect performance and observe, evaluate, and counsel Members.
 - ix. If federal funding ends prior to the grant period, the sponsor assures Goodwill AmeriCorps the right to terminate the contract and renegotiate contract terms.
- c. Both parties assure that all activities conducted under this agreement will be held in compliance with the non-discriminatory provisions contained in titles VI and VII of the Civil Rights Act of 1964, as amended, and the AmeriCorps Provisions and CNCS non-discrimination policy.

V. Anticipated Payment Schedule:

- a. *The Host Site is responsible for paying at least a \$1000 down payment in the first month of a member's term. Thereafter, the Host Site must set up a scheduled MONTHLY payment to pay the remaining cash match within 4 months. You can request an alternative payment schedule. If any of your cash payments are expected to come from federal funds please identify them here and on the actual payment as federal.*

\$ Amount	Federal? (check)		By (Enter Date)	\$ Amount	Federal? (check)		By (Enter Date)
\$ 1,650	Y (x) N	1 st month	1/18/19	\$ 1,650	Y (x) N	3 rd month	3/15/19
\$ 1,650	Y (x) N	2 nd month	2/15/19	\$ 1,650	Y (x) N	4 th month	4/19/19
				\$1,200	Y(x) N	5 th month	7/19/19
				\$1,200	Y(x) N	6 th month	8/23/19
Total Cash Match Payment: \$							
Best contact for information regarding financial payments: Do you prefer email <u>X</u> or mail <u> </u> notices?							
Christopher Roy, Business Administrator II, Christopher.Roy@doe.nh.gov							
603-271-3428, 101 Pleasant Street, Concord, NH 03301							

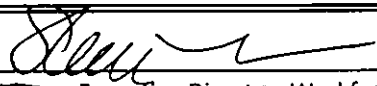
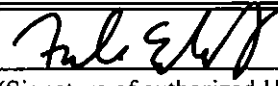
VI. Expected Contributors of In-Kind Services:

- a. We need to know the cost to your agency for an hour of time spent by the staff that will regularly supervise or assist the AmeriCorps Member. The cost to your agency for an hour should include benefits, FICA, workers compensation and reasonable costs regularly associated with that staff person. *Please have the person in your agency most familiar with these costs complete this section and sign off that these numbers are accurate.*

Name of expected Staff persons working with the Member <i>Include any individuals providing supervision, project support, or guidance to the member during the term of service.</i>	Cost to agency for 1 hour of that person's time
Barbara Patch	\$57.91
Rachel Valladares	\$49.53
Aaron Hughes	\$55.16
	\$
	\$
	\$

I attest these numbers are an accurate representation of the cost of our staff for one hour of their time:

Signature of financial representative	Name, Title
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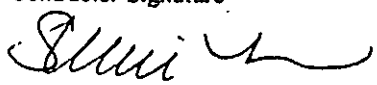
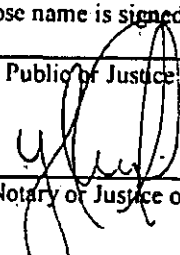
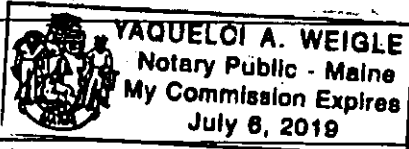

 <u>Kelly Osborn, Executive Director, Workforce Services</u> Date: <u>4/26/2019</u>	 (Signature of authorized Host Site person) <u>Frank Edelblut, Commissioner</u> (Printed Name and Title)
<u>Goodwill Industries of Northern New England</u> <u>Jenifer Craven, Program Manager</u> E-mail address: <u>Jenifer.craven@goodwillnne.org</u> Goodwill AmeriCorps 34 Hutcherson Drive, Unit 1 Gorham, ME 04038	<u>New Hampshire Dept. of Education</u> (Host Site name) Date: <u>5/29/19</u> Sponsor Mailing Address: <u>101 Pleasant Street</u> <u>Concord, NH 03301</u>

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Goodwill Industries of Northern New England		1.4 Contractor Address 34 Hutcherson Drive, Unit 1, Gorham, ME 04038	
1.5 Contractor Phone Number 207-400-6352	1.6 Account Number See Exhibit B	1.7 Completion Date June 28, 2019	1.8 Price Limitation \$7,600.00
1.9 Contracting Officer for State Agency Aaron Hughes, Education Consultant, Title III Program		1.10 State Agency Telephone Number 603-271-2034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sherri Evans, CEO	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>12/16/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>12-18-18</u>		1.15 Name and Title of State Agency Signatory F. Edelblut, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
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
SCOPE OF SERVICES

Goodwill Industries of Northern New England will provide the following services to the New Hampshire Department of Education effective upon Commissioner of Education approval through June 28, 2019:

The Goodwill AmeriCorps Program will provide a Multilingual Leadership Corps member to provide the following services for English Learners participating in the NH DOE Migrant Education Program in the Manchester School District, with middle and high school students receiving priority for services. This member will work approximately 30-40 hours per week and complete bi-weekly work logs throughout the 2018-19 academic year.

The member's service plan activities may include:

- Academic support and tutoring;
- Family connection activities;
- Student academic engagement monitoring;
- Academic success plan development/implementation;
- Scholarship discovery/application;
- Financial Aid application support;
- College discovery/application support; and
- Self-discovery inventories.

The member's essential functions may include:

- Serve as a mentor and tutor for a portfolio of at-risk students;
- Develop and maintain contact with students' parents, teachers, counselors and/or referral partners;
- Develop relationships and resources within the community;
- Conduct regular meetings with students and track Social Emotional Learning (SEL) Practices;
- Connect students with intensive services such as mentoring, academic support, service learning, and/or community engagement projects; and
- Create a structure for supplemental learning opportunities and expanded career awareness.

Performance data will be collected through quarterly reports around the following measures:

- Output: 150 students participating in services provided by the Multilingual Leadership Corp member.
- Intermediate outcome: 125 students demonstrating improved academic engagement.

(See 2018-2019 Cooperative Agreement between Goodwill Industries of Northern New England's AmeriCorps Program and New Hampshire Department of Education)

BUDGET

(budget through June 28, 2019)

Task	Cost
Salary/Benefits	\$7,600.00
Total	\$7,600.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$7,600.00

Funding Source: Funding is 100% Federal Funds from the account titled Bilingual Education as follows:

06-56-56-562010-25160000-102-500731 Contracts for Program Services **FY 19** \$7,600.00

Method of Payment: Upon Commissioner of Education approval, a down payment will be made in the amount of \$1,000.00 upon the submittal of an invoice from Goodwill Industries of Northern New England. Thereafter, four monthly payments, in the amount of \$1,650.00 each, will be made upon receipt of a monthly invoice. Please submit invoices to:

Aaron Hughes
Title III State Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire Terms and Conditions, FORM NUMBER P-37 (version 5/8/15), pp. 1-4, General Provisions, Clause 1-24.
- b. 2018-2019 COOPERATIVE AGREEMENT BETWEEN Goodwill Industries of Northern New England's AmeriCorps Program and the New Hampshire Department of Education.

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Dexter Kamilewicz, do hereby certify that: _____
(Name of the Clerk of the Corporation cannot be signatory)

(1) I am the duly elected clerk of Goodwill Industries of Northern New England
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on November 7, 2018
(Date)

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

RESOLVED: That Sherri Evans, CFO
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute 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 foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 6th day of December, 2018.
(Day) (Month) (Yr) (Must be same date as the contract date)

(4) Sherri Evans is the duly elected CFO of the corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 6th day of December, 2018.
(Day) (Month) (Yr) (Must be same date as the contract date)

Dexter Kamilewicz
(Signature of Clerk of Corporation)
DEXTER J. KAMILEWICZ

Maine
STATE OF NEW HAMPSHIRE
COUNTY OF Cumberland

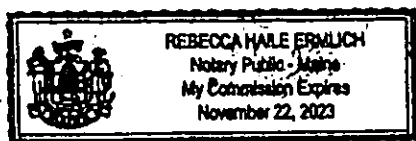
On December 6, 2018, the foregoing instrument was acknowledged before me.
(Month) (Day) (Yr)

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

[Signature]

My commission expires on:

Notary Public/Justice of the Peace



Internal Revenue Service

Date: October 18, 2005

GOODWILL INDUSTRIES OF NORTHERN
NEW ENGLAND
PO BOX 8600
PORTLAND ME 04104-8600

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ronnie Clemons 31-04020
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
01-0284340

Dear Sir or Madam:

This is in response to your request of October 18, 2005, regarding your organization's tax-exempt status.

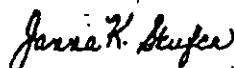
In August 1969 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



GOODIND-01

VWYMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2018

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME:		
	PHONE (AC, No, Ext): (207) 774-6257	FAX (AC, No): (207) 774-2994	
	E-MAIL ADDRESS: info@clarkinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co		18058
	INSURER B: MEMIC		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED
Goodwill Industries of Northern New England

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 INSD	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				07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> SJECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE/AUTOS ONLY				07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB				07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000						
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 EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education
101 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

[Signature]

STATEMENT OF UNION CONCURRENCE

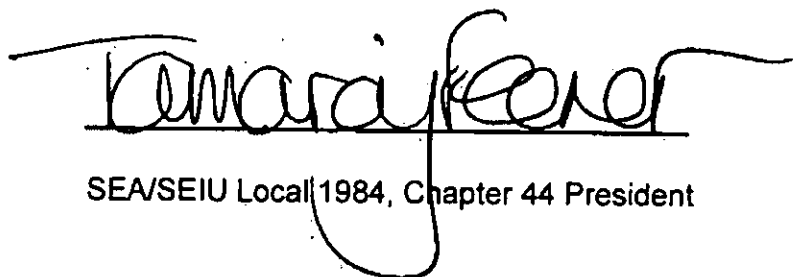
After review of the Agreement titled "2018-2019 Cooperative Agreement Between Goodwill Industries of Northern New England's AmeriCorps Program and NH Department of Education", SEA/SEIU Local 1984, Chapter 44 provides this letter of concurrence in support of the terms and goals of said agreement between Goodwill Industries of Northern New England's AmeriCorps (hereafter "Goodwill") program and the New Hampshire Department of Education (hereafter "DOE"), which concerns the contracting of services from Goodwill for the benefit of DOE.

Specifically, this agreement provides for the services of one Goodwill member to provide services to DOE for the term effective upon Commissioner of Education approval through June 28, 2019. The scope of services being provided by the member are education and tutoring for English Learners participating in the NH DOE Migrant Education Program in the Manchester, NH School District.

This statement of concurrence is being provided in reliance upon the knowledge that said contract will not displace any existing bargaining unit members or reduce their hours, and that no existing bargaining unit employee will be supervised by the Goodwill member. If this agreement, in fact, results in the reduction of hours, displacement, or layoff of any existing bargaining unit member, or if a bargaining unit employee is assigned to be supervised by the Goodwill member, this statement of concurrence shall be revoked and rendered null and void.

If any of the terms of the agreement at issue are violated by either party (Goodwill or DOE), or if the terms of the agreement are amended, altered, or changed in any way, this concurrence will be revoked and deemed null and void.

Dated: November 5, 2018

A handwritten signature in black ink, appearing to read "Tamar Feener", written over a horizontal line.

SEA/SEIU Local 1984, Chapter 44 President

Program Name:

(For Program use only)

- ☐ MLC
☐ GSNH



Goodwill

Industries of Northern New England



AmeriCorps Programs Getting Things Done in ME, NH, and VT!

2018-2019 COOPERATIVE AGREEMENT

BETWEEN

Goodwill Industries of Northern New England's

AmeriCorps Program

And

New Hampshire Department of Education

I. Purpose:

This Cooperative Agreement serves to document the terms of cooperation between **Goodwill Industries of Northern New England's Multilingual Leadership Corps AmeriCorps Program**, (hereafter referred to as "Goodwill AmeriCorps") and the New Hampshire Department of Education (hereafter referred to as the "Sponsor".) Included is a general description of the role the AmeriCorps Member (hereafter referred to as the "Member") will have with the Sponsor; a listing of the contributions to the project(s) by each party, and certain assurances. This Cooperative Agreement may be amended or otherwise modified by countersigned letter by both parties.

II. Member Position Description (payroll and benefits provided to the member by Goodwill AmeriCorps):

Num. of members	Hours per week.	Value of Ed. Award	Bi-Weekly stipend	Term of service	Health Insurance
1	30-40	~\$3.59/hour	~\$527	Upon Commissioner of Education approval through June 28, 2019	provided

- AmeriCorps Member will be assigned to provide volunteer service to the Sponsor during the member term listed above which must fall within the grant period upon Commissioner of Education approval to June 28, 2019 for 5 days per week, serving approximately 37.5 hours per week with the Member being required to attend trainings throughout the term.
- The responsibilities of the Member(s) shall be in accordance with this Cooperative Agreement and subsequent position description submitted by the Sponsor, as well as in accordance with AmeriCorps® regulations. Additional services may be performed by the Member as jointly decided by the AmeriCorps Program Manager, and the Sponsor's technical supervisor or agency contact of the Sponsor.
- Members may only receive pay and benefits during Goodwill's grant contract period with its funder (noted in II. a.). Members may not change their start or end dates (to ensure the grant period is respected).
- All services performed by the Member will be for the public benefit. In times of National Disaster a request may be made by AmeriCorps for a temporary re-assignment of a member to assist with disaster recovery efforts.
- All details of member position(s) are outlined in attached member position description(s). See *Exhibit A Scope of Services (NHDOE Contract P-37)*

III. Commitment of Resources and Services:

a. **Goodwill AmeriCorps Program agrees to provide the following:**

- i. For each of the Members: living allowance paid to the AmeriCorps Member in equal biweekly payments over a specified number of pay periods (see chart for stipend amount). A member will start their term on the first day of a pay period and end their term on the last day of the pay period. Goodwill AmeriCorps will also pay the employer's portion of FICA and Workers Compensation premiums.
 1. **No Member may begin a term of service or start receiving pay or benefits until the Goodwill AmeriCorps Program has obtained all Member enrollment paperwork, Host Site Paperwork, and this signed Sponsor Agreement.**
 2. **All members will be subject to Eligibility Verification submitted through CNCS. This will require submission of a social security card, photo ID, and citizenship documentation. Eligibility Verification must happen before a member's start date. If eligibility is not verified automatically, it could delay an individual's start date for 3 days or more.**
- ii. Health insurance for the Member(s) from the first day of their term to either the 364th day of service or the last day of the last month of the term (as long as the member is scheduled to serve an average of 30 hours per week or more). The policy will be a group policy, and will meet the Corporation for National Service (AmeriCorps) standards for Member health coverage and is compliant with the Affordable Care Act. (Specific questions of coverage can be addressed to the Goodwill AmeriCorps staff)
- iii. An education award to each Member who successfully completes the service commitment and required hours of service, as documented by the sponsoring agency and Goodwill AmeriCorps (see chart in section I for stipended member awards). This award will only be redeemable for past or future educational expenses incurred at a Title IV institution, and is paid directly to the approved lender/institution. If a member has already served a term of service, they may receive a pro-rated amount of the education award listed in the chart.
- iv. Transportation reimbursement of 54.5 cents per mile (rate as of June 2018), will change if Goodwill rate changes) for travel to and from the Member's host site or home (whichever is closer) to attend trainings required by Goodwill AmeriCorps. Carpooling is arranged for all AmeriCorps Trainings. Members can choose not to carpool but may risk forfeiting their mileage reimbursement.
- v. Member Training: **Orientation** on the first day of service. **Initial Training** in volunteer management, networking, and program specific training. **On -going Training** on a variety of topics occurring throughout the term (training calendar attached).
- vi. Continual support for both the Members and the Sponsor as the term progresses.
 1. Site visits by authorized AmeriCorps personnel to ensure compliance with AmeriCorps reporting and position requirements, assistance with enforcing the Rules of Conduct and disciplinary policy, tracking Members progress, and working with all parties involved keeping the projects moving forward.
 2. Updates on Member progress regarding hours completion
- vii. Provide and explain all forms required for AmeriCorps reporting/Member evaluation.
- viii. Exit Members within required 30 days and Enroll Members within required 5 day period.
- ix. Provide AmeriCorps and Funder logos for display at the site.

- b. The Sponsor agrees to commit to the following:
- To designate a Site Supervisor who will work closely with the Member(s). Sponsor agrees to send the Supervisor to two meetings during the year. The first is a Site Supervisor Orientation prior to the member start; and the second is a Supervisor Event during the program year. The Supervisor will attend supervisor conference calls to obtain Goodwill AmeriCorps program updates. **The Site Supervisor must be cleared by Goodwill AmeriCorps to work with vulnerable populations and the AmeriCorps Member.**
 - To provide a qualified Site Supervisor to oversee the member, including:
 - If a change in the Site Supervisor is required, the Sponsor must provide proof of supervisor experience/availability before the change can occur.
 - The Site Supervisor and all individuals listed on this contract will undergo a sex offender check (conducted by AmeriCorps staff through the National Sex Offender Registry online) and the one identified Site Supervisor will receive an FBI fingerprint background check and a state police check.

Program Contacts:	
Host Site Supervisor's Name (this will be the primary contact for AmeriCorps staff): <u>Barbara Patch</u>	
Email Address: <u>Barbara.Patch@doe.nh.gov</u>	
Phone: <u>603-271-2273</u>	
Some instances may require contacting the site supervisor's superior, such as:	
<input checked="" type="checkbox"/> In the event that a supervisor leaves their position or <input checked="" type="checkbox"/> Host Site responsibilities are out of compliance	
Site Supervisor's Superior: <u>Santina Thibedeau</u> Title: <u>Bureau of Student Support Administrator</u>	
Email Address: <u>Santina.Thibedeau@doe.nh.gov</u> Phone: <u>603-271-6693</u>	
Supervisor Initials	Site Supervisor Certification of Responsibilities (to be initialed by direct supervisor)
1.	1. I am available to meet with the AmeriCorps Member at least once per week to review projects/expectations.
2.	2. I am able to approve timesheets online at least every other week or find an appropriate person to do so.
3.	3. I am available to work with those responsible for financial aspects at my agency to determine in-kind amounts at the beginning of the AmeriCorps term.
4.	4. I am available to work closely with the AmeriCorps staff and provide prompt communication if there are any concerns (even small ones).
5.	5. I am available to serve as a coach to the AmeriCorps Member.
6.	6. I am able to submit all required paperwork in a timely manner.

- Will provide all interview documentation including two documented reference checks for the Member, written interview questions, and interview evaluations used in making the selection decision.
- It is the Site Supervisor's responsibility to provide accompaniment for an AmeriCorps Member who has started his/her term of service, and is serving vulnerable populations, but does not yet have a cleared FBI or state check returned to Goodwill AmeriCorps. A person is accompanied when he/she is in the physical presence of a person cleared by their host

site for access to a vulnerable population. Vulnerable populations include: seniors, children, and individuals with disabilities.

Any person the host site lists on timesheets as providing accompaniment must be cleared to do so. (Other AmeriCorps members can provide accompaniment. How does the Sponsor determine if a person is qualified to be an accompanier?)

The member will attain background checks and clearance prior to start of agreement.

- v. The duties of this Site Supervisor include: providing a written position description for the Member, orienting the Member to the Sponsor; developing objectives for the Member; explaining to the Member plans and procedures necessary to accomplish the objectives; review and approve timesheets on a weekly basis; providing adequate training and the necessary materials, supplies and equipment to the Member when needed; ensuring members do not participate in projects that pose undue safety risks or are prohibited activities under AmeriCorps regulations; monitoring the progress of the Member in accomplishing the objectives and reporting progress to AmeriCorps staff; communicating to the Member and to the Program Manager within 72 hours any conflicts requiring resolution that may arise during the year; and assisting Goodwill AmeriCorps in evaluating the performance of the Member and the Goodwill AmeriCorps Program.
- vi. The AmeriCorps® Member will be required to attend all required AmeriCorps Sponsored trainings. The supervisor is expected to support the member in attending these trainings, ensuring there are not conflicts with scheduling which prohibit the member's attendance. A training schedule is attached.
- vii. Provide a space for the Member. This must include appropriate phone, computer (with internet), copier, and desk use.
- viii. Provide travel expense reimbursement for work related travel in accordance with the organization's current reimbursement policies for its employees at the existing organizational rates.
- ix. If Sponsor anticipates the Member's operation of any Sponsor owned vehicle, to provide to the Goodwill AmeriCorps Program Manager written proof of liability insurance before such usage shall start. Sponsor shall absolve Goodwill AmeriCorps of any and all claims arising from any accident in which the Member was driving a Sponsor Agency Vehicle.
- x. If Sponsor anticipates the Member transporting students, the Sponsor must have policies and liability in place that any volunteer for the host site would have to comply to. Volunteers recruited by a member also must follow host site policies in regard to transporting students and other activities.
- xi. To maintain sufficient records to be able to sign and certify as to the correctness of **bi-weekly Member hours**, and **bi-weekly summaries** of its in-kind contributions (member pay may be withheld if timesheets become delinquent). Provide Goodwill AmeriCorps with completed **Welcome Checklist**. To provide to Goodwill AmeriCorps an **end-of-term evaluation** of the Goodwill AmeriCorps Program, and **quarterly reports** on the Member's progress toward meeting Goodwill AmeriCorps Program's objectives, as described in the RFP/application. To ensure receipt by Goodwill AmeriCorps of all weekly **timesheets** on a timely basis, by the Monday of each week for the previous week's work. To ensure receipt by Goodwill AmeriCorps of all **progress reports** on a timely basis but no later than the 5th of the month for reporting. To provide to Goodwill AmeriCorps and the Member a mid-term and end-of-term evaluation of the Member's performance. All

necessary forms are located on the Goodwill AmeriCorps Member Management website for member and supervisor access.

1. Supervisors and members are required to complete paperwork and reporting through an online member management system. Logging into this site and submitting any paperwork through the site, is stating that all information submitted is true and verified by the individual. Typing a name, clicking a submit/approve button, signing an electronic signature or uploading a document are all actions which signify that an individual is signing and verifying the said document. It is the individual's responsibility to not share a password to this website with any other person. A member and supervisor are responsible for submitting their individual documents through this website.
- xii. Due to the nature of AmeriCorps partnerships and the service that members do, supervisors, members, and AmeriCorps staff is exposed to confidential information through communicating with members, program staff, and supervisors and providing support and guidance within those networks. Information shared between the host sites/members and AmeriCorps staff will be kept in confidence. Likewise, Supervisors sign a Host Site Contract agreeing to keep sensitive information regarding a member in confidence. They are also trained during Site Supervisor orientation regarding the importance and consequences around keeping member information confidential. Breaches of member confidentiality could result in loss of participation within the grant and/or future funding through Goodwill AmeriCorps Grants.
- xiii. As part of the National Service Network, the Corporation requires that the host site display AmeriCorps and Funder logos at the site.
- xiv. Provide a letter of Union Concurrence from the Union Representative if there is a Union present within your organization.

1. Please indicate if there is a Union present with the organization: ☒ Yes ☐ No

2. Provide proof of nonprofit status to Goodwill AmeriCorps.

- xv. To pay Goodwill AmeriCorps a \$7,600 cash match contribution. This should be paid to the operations of Goodwill Industries of Northern New England's programs with no restrictions on year or program. This will be billed in full at the start of the Goodwill AmeriCorps program. Payments will be made in accordance with the payment schedule in this contract with payment in full to be made no later than four months from date of the execution of this agreement.

IV. Assurances:

a. Goodwill AmeriCorps assures that:

- i. In the event the Member placed at the sponsoring agency does not complete their term of service, one of the following will occur:
 1. If it is within the first 66% of the member's weeks served, the site will be refunded a prorated share of their payment, less a \$1,200 administrative fee.
 2. If it is after the first 66% of the member's weeks, the site will not receive a refund.
- ii. Member disciplinary actions are managed fairly by Goodwill AmeriCorps, and in close communication with the sponsor organization. A sponsor organization cannot terminate a member unilaterally. Goodwill AmeriCorps staff will manage all disciplinary actions and termination.
 1. For violating the stated rules, Goodwill AmeriCorps will do the following (except

for infractions serious enough to warrant a different sequence, including where a Member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance during the term of service.):

- a. for the Member's first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
- b. for the Member's second offense, an appropriate Goodwill AmeriCorps official will issue a written warning and reprimand the Member;
- c. for the Member's third offense, the Member may be suspended for one day or more without compensation;
- d. for the fourth offense, AmeriCorps may release the Member for cause.

iii. Goodwill AmeriCorps reserves the right to release the Member for cause if, in the opinion of the Program Manager

1. his/her conduct undermines the effectiveness of the program or the project which he/she is assigned.
2. he/she repeatedly or periodically demonstrates inappropriate behavior by engaging in a pattern of misconduct.

iv. Goodwill AmeriCorps reserves the right to resolve outstanding compliance issues with the Sponsor/ Supervisor in the event that Sponsor commitments outlined in this contract are not being fulfilled. These matters will be resolved in the manner that follows:

1. For the first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
2. For the second offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will issue a written warning;
3. For the third offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will contact the supervisor's superior;
4. For the fourth offense (or no resolution regarding corrective action), the Sponsor or Supervisor may be restricted from Goodwill AmeriCorps, the member removed from the site, and/or an administrative fee charged to the Sponsor agency.

v. AmeriCorps staff will document all disciplinary actions and reasons for release.

b. The Sponsor assures that:

i. The services to be performed by AmeriCorps Members will not result in the displacement, whole or partial, of permanent or regular seasonal employees or volunteers:

1. **Nondisplacement.** (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation (AmeriCorps) assistance.

a. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

- i. Presently employed worker;
- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

- v. Employee who is on strike or who is being locked out. *See full text in the Corporation's regulations at § 2540.100*
http://www.americorps.gov/help/ac_sn_all/ASN_Megasearch_Site.htm
Search: SEC. 177. [42 U.S.C. 12637]

ii. The services of the AmeriCorps Member will not involve a faction or group in an election for public office and, while it can involve faith-based groups, such involvement cannot include any prohibited activities as defined in the AmeriCorps Provisions. Members may not participate in prohibited activities while counting hours toward earning their Education Award or while representing AmeriCorps. Members may also not engage in the following activities indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the listed prohibited activities. Individuals may exercise their rights as private citizens and may participate in the activities listed below on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. Prohibited Activities include:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

Providing a direct benefit to—

- a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities;
8. Conducting or using Corporation funds to conduct a voter registration drive;
 9. Providing abortion services or referrals for receipt of such services;
 10. Such other activities as the Corporation may prohibit.
 11. Prohibited fundraising Activities including:
 - a. Raising funds for his or her living allowance
 - b. Writing grant applications for AmeriCorps funding or for any other funding provided by CNCS
 - c. Writing grant applications for federal funding

iii. Open lines of communication will be held between sponsor organization, Member, and Goodwill AmeriCorps staff. This includes any need for disciplinary action.

- iv. Members serve no more than 20% of time in training and 10% of their time fundraising.
- v. Members and supervisors follow all program policies, including Drug Free Workplace, workplace safety, record compliance, reasonable accommodation, Equal Opportunity Employment, Grievance Procedures, and Harassment. (Full list of policies outlined in supervisor and member orientations).
- vi. Volunteer screening and background checks for mentors, school volunteers and any other project volunteers/participants will be completed by the sponsor agency. These volunteer/mentor background checks will follow host site agency policy and for mentors (or volunteers with significant exposure to at-risk populations) will at a minimum include a check of the online sex offender registry (<http://www.nsopw.gov>) and two references. Goodwill AmeriCorps will only do background checks on the AmeriCorps member and the identified site supervisor. All other checks are the responsibility of the sponsor.
- vii. The services to be performed are authorized by the Sponsor's governing body and applicable laws and regulations and conforms to all applicable regulatory requirements and restrictions.
- viii. Authorized AmeriCorps staff and representatives and authorized AmeriCorps® staff and representatives from participating partner agencies will have the right to visit the Sponsor Site to inspect performance and observe, evaluate, and counsel Members.
- ix. If federal funding ends prior to the grant period, the sponsor assures Goodwill AmeriCorps the right to terminate the contract and renegotiate contract terms.
- c. Both parties assure that all activities conducted under this agreement will be held in compliance with the non-discriminatory provisions contained in titles VI and VII of the Civil Rights Act of 1964, as amended, and the AmeriCorps Provisions and CNCS non-discrimination policy.

V. Anticipated Payment Schedule:

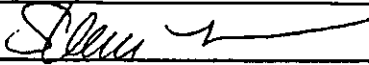
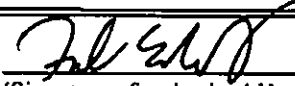
- a. The Host Site is responsible for paying at least a \$1000 down payment in the first month of a member's term. Thereafter, the Host Site must set up a scheduled MONTHLY payment to pay the remaining cash match within 4 months. You can request an alternative payment schedule. If any of your cash payments are expected to come from federal funds please identify them here and on the actual payment as federal.

\$ Amount	Federal? (check)		By (Enter Date)	\$ Amount	Federal? (check)		By (Enter Date)
\$1,650	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	1 st month	1/18/19	\$1,650	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	3 rd month	3/15/19
\$1,650	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	2 nd month	2/15/19	\$1,650	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	4 th month	4/19/19
Total Cash Match Payment: \$							
Best contact for information regarding financial payments: (Do you prefer email? <input checked="" type="checkbox"/> X for mail? <input type="checkbox"/> notices?)							
Christopher Roy, Business Administrator II, Christopher.Roy@doe.nh.gov							
603-271-3428, 101 Pleasant Street, Concord, NH 03301							

VI. Expected Contributors of In-Kind Services:

- a. We need to know the cost to your agency for an hour of time spent by the staff that will regularly supervise or assist the AmeriCorps Member. The cost to your agency for an hour should include benefits, FICA, workers compensation and reasonable costs regularly associated with that staff person. Please have the person in your agency most familiar with these costs complete this section and sign off that these numbers are accurate.

Name of expected Staff persons working with the Member <i>Include any individuals providing supervision, project support, or guidance to the member during the term of service.</i>	Cost to agency for 1 hour of that person's time
Barbara Patch	\$57.91
Rachel Valladares	\$49.53
Aaron Hughes	\$55.16
	\$
	\$
	\$
I attest these numbers are an accurate representation of the cost of our staff for one hour of their time.	
Signature of financial representative	Name, Title

 Kelly Osborn, Executive Director, Workforce Services Date: 12/10/18 Goodwill Industries of Northern New England Jenifer Craven, Program Manager E-mail address: Jenifer.craven@goodwillnne.org Goodwill AmeriCorps 34 Hutcherson Drive, Unit 1 Gorham, ME 04038	 (Signature of authorized Host Site person) Frank Edelblut, Commissioner (Printed Name and Title) New Hampshire Dept. of Education (Host Site name) Date: 12-18-18 Sponsor Mailing Address: 101 Pleasant Street Concord, NH 03301
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GOODIND-01

VWYMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2018

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (AC, No, Ext): (207) 774-6257 FAX (AC, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED Goodwill Industries of Northern New England 34 Hutcherson Drive, Unit 1 Gorham, ME 04038-2750	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: MEMIC 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 INSR	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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<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				7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			1/1/2019	1/1/2020	<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

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education
101 Pleasant Street
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