

Frank Edelblut
Commissioner



Paul Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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July 31, 2017

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 Career Technology and Adult Learning to enter into a contract with Second Start, Concord, NH (Vendor Code 177224), in an amount not to exceed \$283,911.17 to provide Statewide Professional Development Services, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one-year terms. 30% Federal Funds, 70% General Funds.

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

06-56-56-565010-2535-072-500575	Grants – Federal	<u>FY18</u> \$ 85,173.35
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$198,737.82</u>
		\$283,911.17

EXPLANATION

The Statewide Professional Development Contractor is responsible for providing a professional development specialist and a learning disabilities consultant in addition to facilitating various advisory groups and committees; administering all professional development activities such as workshops, conferences, and online courses; maintaining the NH Adult Education website; providing fiscal management for participant stipends, mileage reimbursement, dues/fees; distribution of workshop fees, tuition reimbursement, and scholarship funds. All activities must align with goals and strategies of the Workforce Innovation and Opportunity (WIOA) partners; offer high quality professional development programs to improve instruction; provide technical assistance; and monitor and evaluate the quality of and improvement in, adult education and literacy activities across the state.

Statewide Professional Development Services will be provided at various locations around the state, primarily adult education centers. Activities are open to all New Hampshire adult educators.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education website and the Manchester Union Leader. The Statewide Staff Development Grant is awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. One proposal was received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). The grant was awarded to one private-not-for-profit organization that met the criteria for funding (See Attachment B).

The actual amount of the grant may reflect changes incorporated into the project after the application was filed with the Bureau of Adult Education.

The Bureau of Adult Education provides staff development services to approximately four hundred fifty adult educators each year. The New Hampshire Department of Education Centralized Federal Funding System will be utilized to grant funds to Second Start.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A

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

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

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

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

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

- **Alignment to Core WIOA Partners:** How well does the proposed program align activities to other core WIOA partners as well as the mission and goals of the Combined State Workforce plan?
- **Instruction Improvement:** How well does the program propose to offer activities to improve instruction?
- **Technical Assistance:** How well does the program proposed to offer technical assistance activities to adult education programs and staff?
- **Monitoring, Evaluation and Improvement:** How well does the program propose to monitor professional development activities, evaluate those activities and determine whether or not the activities lead to improvement in adult education?
- **Reporting:** How well does the proposed program design professional development activities for the improvement of adult education in addition to monitoring, evaluating and providing data to the State on its activities?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 50 were considered acceptable. Then the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 250 were considered acceptable.

		Maximum Score
Composite Technical Score	Eligible Provider with Demonstrated Effectiveness	50
	Operational Capacity	50
	Total Composite Technical Score (Minimum 50)	100
Program Design	Alignment with WIOA Partners	50
	Instruction Improvement	100
	Technical Assistance	100
	Monitoring, Evaluation & Improvement	100
	Reporting	25
	Budget & Budget Narrative	25
	TOTAL SCORE (Minimum of 250)	500

Reviewers:

- Brigitte Bowmar, Program Specialist for the Department of Education, WIOA Youth Program responsible for professional development for youth education providers and a member of the WIOA Professional Development Team under the Office of Workforce Opportunity
- Lauren Osowski, Program Director at Nashua Adult Learning Center with more than 20 years of experience working in adult education programs.
- Lynne Brecknock, Chief Examiner for the High School Equivalency Exam in Manchester, member of the Manchester Drop Out Prevention Committee.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed by the State Workforce Board and recommendations from the Board were submitted to the Bureau of Adult Education as noted in the minutes of the July 10, 2017 meeting.

Attachment B

Funding Recommendations:

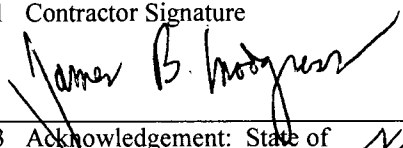
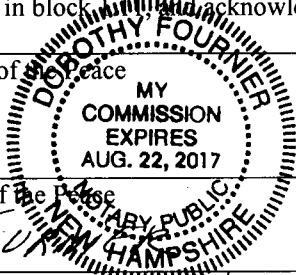
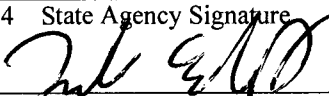
Second Start	Maximum Score	Average
Demonstrated Effectiveness	50	46.5
Organizational Capacity	50	42.6
Composite Technical TOTAL (minimum of 50)	100	89.1
Alignment with WIOA Partners	50	37
Instruction Improvement	100	92
Technical Assistance	100	90
Monitoring, Evaluation & Improvement	100	81
Reporting	25	25
Budget & Budget Narrative	25	25
TOTAL (minimum of 250)	500	439

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$283,911.17
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James B. Snodgrass, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 31, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace  <u>DOROTHY FOURNIER</u> <u>Office Manager</u>	
1.14 State Agency Signature  Date: <u>8-8-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, COMMISSIONER OF EDUCATION</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>E. B. McIntyre</u> On: <u>8/9/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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7/31/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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EXHIBIT A

The Services

Services at Second Start will be provided for all NH adult educators at various locations around the state.

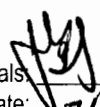
Project Description

Project: Statewide Professional Development

Second Start in Concord will provide the following services:

1. The Contractor shall provide a Statewide Professional Development Coordinator who will collaborate with the Bureau of Adult Education to perform the following duties:

- Develop and implement a three year professional development plan for all NH adult educators that meets the following goals:
 - Align with the goals and strategies of the WIOA partners (where applicable)
 - Improve instruction, including the development and dissemination of best practices and promising models
 - Provides technical assistance, including the use of technology
 - Assists with monitoring and evaluating the quality of and improvement in adult education activities
 - Activities must be based on the most current rigorous research available.
 - The plan may include activities specific to the following types of programs: ABE, ESL, ALS, IET, IELCE, ADP and Transitions
- Facilitate all professional development workshops including providing online registration, tracking participation, preparing agendas, disseminating resources/minutes and the issuing of professional development certificates.
- Facilitate special projects including Job Embedded Professional Development activities, Earn & Learn grant, "So You Want to be a Presenter" training, HiSET Preparation workshops, the Distance Learning pilot program and other projects as assigned by the Bureau of Adult Education.
- Convene and facilitate meetings for the following advisory committees:
 - Mentor Team – The Mentor team is responsible for planning & delivering New Staff training, Fall Conference, Spring Conference in collaboration with the Statewide Professional Development Coordinator. The Mentor team is also responsible for forming Community of Practice and providing mentoring services to programs to assist teachers with improving student achievement.
 - Math Advisory Committee – The Math Advisory Committee, with the Statewide Professional Development Coordinator, is responsible for Math Lesson Plan Symposium, the Math Traveling Road Show, maintaining the Math Guidebook and other activities to support quality math instruction for students.
- Attend all Program Director and ALS Coordinator meeting to share professional development opportunities and resources
- Design and implement an instructional leadership program using a Train the Trainer model to provide groups of trainers to teach topics identified in the PD plan, especially those recommended by the USDOE, Office of Career, Technical and Adult Education and listed on the LINCS website.
- Design and implement a Teacher Induction Program to be used for measuring Teacher Effectiveness.
- Coordinate with the Learning Disabilities Consultant to provide lesson plans and resources based on best practices and promising models in the monthly newsletter.
- Maintain and update the NH Adult Education website including Mentor Tips, Educator Resources and the Professional Development calendar.


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- Provide a monthly report to be reviewed with the Bureau of Adult Education and the Commission of Education detailing the activities and outcomes of this contract.
- Present an annual report by May 15, 2018 to the Bureau of Adult Education that details activities offered, number of educators attending and the impact of training on student achievement

2. The Contractor shall provide a Statewide Learning Disabilities Consultant who will collaborate with the Bureau of Adult Education to perform the following duties:

- Provide consulting services to all program staff which addresses working with students with disabilities including pre-screening assessments, referrals for further testing and strategies for teachers.
- Convene and facilitate meetings for the following advisory committee:
 - Disabilities Committee – responsible for Annual Training for Disabilities Coordinators, approval of Assessment services applications, coordinate services for students with disabilities
- Assist programs with referring students to NH Vocational Rehabilitation or other community resources.
- Publish and distribute a monthly newsletter to NH adult educators and programs with lesson plans and strategies for meeting the needs of students including those with disabilities.
- Act as a liaison between NH Adult Education and ETS for testing accommodations granted to adult students with disabilities
- Provide a minimum of one online course for NH adult educators based on current research in the field of adult education

3. The Contractor shall facilitate a minimum of 75 professional development activities per year that address, but are not limited to, the following topics:

- Assessment in Adult Education
- Integrating Employability Skills
- Preparing ESL Learners for Work and Career Pathways
- College & Career Readiness Standards for Adult Education (ELA & Math, Modules 1 – 4 and Advanced)
- English Language Proficiency Standards
- Essential Components of Reading (or participation in cross-state consortium for STAR training, if approved by OCTAE as a pilot site)
- Persistence
- Distance Learning
- Competency-base Education
- WIOA Implementation
- Data Analysis and National Reporting System Requirements
- The Role of Adult Education in WIOA

4. The Contractor shall act as the fiscal agent for the Bureau of Adult Education to manage the following services:

- All stipends and mileage reimbursement for presenters, trainers and eligible participants in Bureau-sponsored professional development activities.
- Memberships in professional development associations such as the Commission on Adult Basic Education and the New England Literacy Resource Center including representing New Hampshire on an Advisory Board and ensuring the access and use of these resources by all NH adult educators.
- Distance Learning pilot program including digital subscription services and associated training.
- Tuition reimbursement for approved college courses and practitioner-initiated workshops, payment of grant awards through the Earn & Learn program, scholarships and other fees in accordance with the NH Adult Education Professional Development Handbook.
- Costs associated with operating professional development activities such as travel, food, copies, and resource materials.

- All costs associated with the maintaining the NH Adult Education website.

5. The Contractor shall subcontract with NH Coalition on Occupational Safety and Health (NHCOSH) to provide the following services:

- Curriculum development, aligned with the College & Career Readiness Standards for Adult Education, on the topic of occupational health & safety.
- Provide a minimum of 10 hands-on workshops specifically for the English language learners designed to increase workplace safety.
- Consult with local programs on the development of Integrated Education & Training programs and Integrated English Literacy and Civics Education programs.

6. Reporting

The contractor shall provide monthly and quarterly reports on the progress of activities enumerated by this contract. In addition, the contractor shall provide additional reports requested by the Department of Education, including but not limited to:

- Professional development workshops held each month which shall include the number of first time and returning educators attending, by location.
- Teacher effectiveness metrics, across all programs, including ABE, ESL, ALS, IET, IELCE, ADP and Transitions by teacher and location.
- Number of pre-screening assessments and referrals for further testing of students with disabilities, by location
- Number of Professional Development events held monthly, including the number of first time and returning educators.

7. Contract Documents

The contract is comprised of the following documents (Contract Documents)

- a. State of New Hampshire Terms and Conditions contained in the Form P-37
- b. Contract Exhibit A
- c. Contract Exhibit B
- d. Contract Exhibit C
- e. State of New Hampshire, Department of Education, Bureau of Adult Education RFP 2017-002 dated February 24, 2017.
- f. Contractor Proposal Response to RFP 2017-002.

8. Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2018. The Term may be extended for two (2) one-year extensions, contingent upon satisfactory delivery of Services, available funding, agreement of parties and approval of the Governor and Council.

9. Order of Precedence

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

1. State of New Hampshire Terms and Conditions contained in the Form P-37
2. Contract Exhibit A
3. Contract Exhibit B
4. Contract Exhibit C
5. State of New Hampshire, Department of Education, Bureau of Adult Education RFP 2017-002 dated February 24, 2017.
6. Contractor Proposal Response to RFP 2017-002.

[Handwritten Signature]
7/31/17

Anticipated number of adult educators served:

FY18
450

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT: SSD	FY18
Administrative	\$27,945.00
Administrative Benefits	\$5,331.00
Presenters	\$73,791.00
LD Specialist	\$26,100.06
SSD Coordinator	\$25,000.00
NH COSH Services	\$25,250.00
Water, Sewer	\$158.00
Disposal Services	\$396.00
Snow Plowing Services	\$330.00
Repairs & Maintenance	\$1,451.00
Insurance	\$341.00
Telephone	\$134.00
Postage	\$175.00
Travel	\$16,000.00
Conferences & Workshops	\$48,500.00
Energy Utilities	\$1,126.00
Supplies	\$1,920.00
Non-Expendable Supplies	\$500.00
Depreciation	\$3,653.00
Indirect Cost	\$25,810.11
Totals	\$283,911.17

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$283,911.17
2. The contractor in collaboration with DOE administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from the DOE.
3. The total of all approved budgets within this contract period shall not exceed \$283,911.17 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.

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

Limitation on Price:

This agreement will not exceed: \$283,911.17

Method of Payment:

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

Funding Source

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

	<u>FY 2018</u>	<u>Total</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 85,173.35	\$ 85,173.35
06-56-56-565010-2535-601-500931 State Fund Match	\$198,737.82	\$198,737.82

EXHIBIT C

Special Provisions

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

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

This contract contains a provision that allows the Department to add an option to renew for two (2) additional one-year terms, contingent upon satisfactory delivery of services, available funding, agreement of parties and approval of the Governor and Council.

- FY19 anticipated funding of \$292,860.40
- FY20 anticipated funding of \$300,394.28

The anticipated number of adult educators to be served shall be:

FY19	FY20
465	480

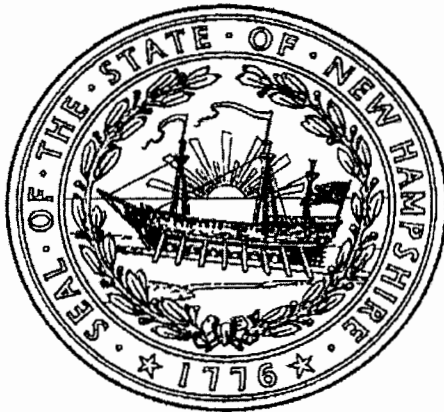
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 65173



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 9th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

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

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Executive Committee of the board of directors of Second Start on June 7, 2017. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide statewide staff development services to the statewide adult education providers. This resolution shall remain in effect until specifically revoked.

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

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

Dodd Griffith, President

James Snodgrass, Executive Director

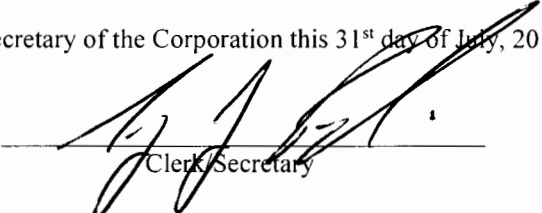
Matt Nadeau, Vice President

George Pangakis, Secretary

Tom Painchaud, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 31st day of July, 2017.

(Corporate Seal if any)



Clerk/Secretary

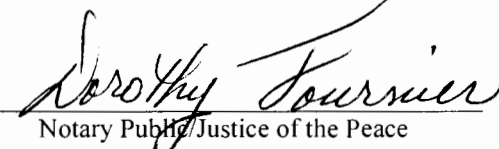
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On July 31, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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



Notary Public/Justice of the Peace





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PAC4067426-01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP4067427-01	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4067428-01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3595312	1/1/2017	1/1/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER: E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy			US565970	12/31/2016	12/31/2017	Accident Medical Expense \$50,000

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

Co. A: Computer Fraud and Funds Transfer Fraud Policy PAC4067426 12/31/2016 to 12/31/2017
\$650,000 limit, \$3,000 Deductible

Co. A: Employee Dishonesty PAC4067426
12/31/2016 to 12/31/2017 Per occurrence \$325,000 limit, \$3,000 deductible

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Education
Bureau of Adult Education
20 South Fruit St, Suite 20
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

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Salary Information for Personnel

Second Start

Statewide Professional Development

	Administrative		
	[Enter Administrative Title]	Percent of Salary	TOTAL
1	Executive Director	James Snodgrass 7.5%	\$9,641.00
2	Controller	Susan O'Brien 8%	\$3,744.00
3	Grant Manager	Dot Fournier 5%	\$2,912.00
4	AA/AP Clerk	Laura Scarcello 40%	\$ 11,648.00
Administrative TOTAL			\$ 27,945

JAMES B. SNODGRASS

EMPLOYMENT

05/75 to Present	<u>Executive Director</u> Second Start, Concord, NH
09/74 to 05/75	<u>Resident Counselor</u> Franklin Pierce College, Rindge, NH
01/72 to 06/73	<u>Teacher</u> Services for Education and Rehabilitation in Addiction 1065 University Avenue Bronx, NY

EDUCATION

1973 to 1974	Antioch Graduate School, 1 Elm Street, Keene, NH, M. Ed. Administration Assistant to Director of Admissions and Work Study Coordinator
1967 to 1971	Miami University, Oxford, Ohio B.S. in Education, Major in Political Science

CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

REFERENCES

Available on Request

Susan A. O'Brien

Employment:

2012-Present	Controller Second Start Concord, NH
2012	Part-Time Accountant Colospace, Inc. Bedford, NH
2008-2012	Part-Time Senior Accountant NewGround Portsmouth, NH
2008	Part-Time Accounting Clerk Michael F. Reilly, CPA Haverhill, MA
2001-2004	Sen. Accountant/Sen. Financial Analyst Waste Management Hampton, NH
1999-2001	Accountant II University of NH Durham, NH
1997-1999	Senior Financial Analyst University of Maine System Bangor, ME

Education:

1996	Masters of Science- Business Husson College
1989-1993	Bachelor of Science- Business Administration University of Maine at Orono

References:

Available on Request

Employment History

3/1993 – Present Office Manager

Second Start

17 Knight Street, Concord, NH 03301

• **Accounts Receivable:** Collections of delinquent accounts, preparation of monthly LEA tuitions, preparation and entering of all misc. billing, oversee daycare balances and prepare weekly report for director, produce daycare/student statements monthly. enter all bank deposits into GP (both weekly and electronic deposits).

• **Accounts Payable:** A/P coordination with invoice coding review.

• **General Administration:** Serve as daily backup to the secretary/receptionist as needed, maintain efficient work load levels in business office, maintain phone equipment, computers/networking.

• **Grants & Contract Administration:** Grants management, review of all grant and contract reports & bills, preparation of yearly grant reports and budgets, maintenance of sub-ledgers, produce billings for grants, produce related reports.

• **Human Resources:** benefits negotiation and administration, code HR invoices, staff issues, labor compliance, NHES information requests & claims, termination process (paperwork/exit interviews), meet weekly with executive director and daycare director to discuss confidential issues, manage & supervise the business office staff, oversee hiring & recruiting process, enforcement & maintenance of agency policies.

• **Payroll:** process bi-weekly payroll & related reports, database management (employees/job specs.), quarterly reports to controller, maintenance of employee files, calculation & preparation of payroll related A/P invoices, reconciliation of PR related balance sheet accounts.

2/1988 – 8/1992 Special Funds Bookkeeper/Benefits

SAU#53

267 Pembroke Street, Pembroke, NH 03275

9/1985 – 6/1987 Substitute Teacher

Pembroke School District

Pembroke, NH 03275

Education

2002 – Present Notary Public

2006 – 2008 Leadership/Management courses

Southern New Hampshire University

Manchester, NH 03102

July 1997 Associate's Degree in Accounting

New Hampshire Technical Institute

Concord, NH 03301

May 1997 Associate's Degree in Management

New Hampshire Technical Institute

Concord, NH 03301

1991 – 1992 Accounting & Business related courses

New Hampshire Technical Institute

Concord, NH 03301

1973 Medical Assistant Certificate

ITT Technical Institute

Boston, MA

References available upon request.

Laura Scarcello

Professional Experience:

2016 –present	Administrative Assistant Second Start, Concord, NH
2013 - 2016	Customer Service Specialist II/Customer Service Supervisor First Colebrook Bank/Granite Bank, Concord, NH
2000-2013	Owner/Manager Annie's Book Stop, Concord, NH

Education:

2016	National Career Readiness Certificate – GOLD LEVEL Concord, NH
2016	WorkReadyNH Soft Skills Course Concord, NH
1995	University of Southern California Bachelor of Science - Biology, Minor – German Los Angeles, CA
1994	Concord High School Concord, NH

References:

Available upon Request

Second Start Board of Directors

Updated Dec 2016

Dodd Griffith
Concord, NH

Attorney
Gallagher, Callahan & Gartrell
214 North Main Street
PO Box 1415
Concord, NH 03302
545-3610 Fax: 228-8396
griffith@gcglaw.com

President

Member since 2014

Matt Nadeau
Concord, NH

Associate Accountant
Nathan Wechsler & Company
70 Commercial Street, Suite 401
Concord, NH 03301-5031
224-5357 Ext. 327 Fax: 224-3792
mnadeau@nathanwechsler.com

Vice President

Member since 2012

Tom Painchaud
Concord, NH

Senior VP of Distribution Services
New Hampshire Distributors
65 Regional Drive
PO Box 267
Concord, NH 03302-0267
410-1823
tpainchaud@nhdist.com

Treasurer

Member since 2012

George Pangakis
Concord, NH

Director of Safety and Security
St. Paul's School
325 Pleasant Street
Concord, NH 03301
229-4639 Fax: 229-4655
gpangakis@sps.edu

Secretary

Member since 2012

Frank Lemay
Chichester, NH

President
Milestone Engineering & Construction, Inc.
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279
226-3877 Fax: 226-3361
frank@milestoneengcon.com

Member since 2006

Helmut Koch
Concord, NH

Retired Chairman/Director
Exacom, Inc.

Member since 2008

Directors Serve Without Compensation.

Will Brunkhorst
Hopkinton, NH

Software Consultant

Member since 2008

Maria del Mar Acebron
Bow, NH

Senior Teller
Merrimack County Savings Bank
Business Center
190 North Main Street
Concord, NH 03301
545-6030
macebron@mcsbnh.com

Member since 2012

Becky Schaefer
Weare, NH

Guidance
Concord High School
170 Warren St, Concord, NH
Concord, NH 03301
225-0800
rschaefer@sau8.org

Member since 2015

Valerie Koch
Chichester, NH

Instructor Teacher Preparation CRTC
Abbot Downing School
152 South Street
Concord, NH 03301

Member since 2016

Andrew Grosvenor
Concord, NH

Attorney
Merritt Merritt and Moulton
60 Lake Street
Burlington, VT 05401
(603) 223-9179

Member since 2016

Carolyn Mallon
Concord, NH

Senior Nursing Subject Matter Expert
Higher Learning Technologies
2500 Crosspark Road, BVC Ste W145
Coralville, IA 52241
(603) 513-8441

Member since 2016

Caroline Brown
Hopkinton, NH

Attorney
Orr & Reno PA
45 S. Main Street
Concord, NH 03302-3550
(603) 224-2381
CBrown@orr-reno.com

Member since 2017

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

ASSETS		
	2016	2015
CURRENT ASSETS		
Cash	\$ 282,096	\$ 199,296
Accounts Receivable	34,428	20,789
Grants Receivable	173,159	95,345
Unconditional Promises to Give	43,000	51,967
Prepaid Expenses	53,644	85,258
<i>Total Current Assets</i>	<u>586,327</u>	<u>452,655</u>
PROPERTY AND EQUIPMENT		
Property and Equipment	3,261,933	2,988,405
Less Accumulated Depreciation	(1,752,098)	(1,662,300)
<i>Net Property and Equipment</i>	<u>1,509,835</u>	<u>1,326,105</u>
TOTAL ASSETS	<u>\$ 2,096,162</u>	<u>\$ 1,778,760</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 8,925	\$ -
Accounts Payable	32,013	24,840
Accrued Expenses	189,812	184,970
Deferred Revenue	12,686	10,474
<i>Total Current Liabilities</i>	<u>243,436</u>	<u>220,284</u>
Long-Term Debt, Net of Current Portion	<u>42,337</u>	<u>-</u>
TOTAL LIABILITIES	<u>285,773</u>	<u>220,284</u>
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,687,018	1,431,066
Temporarily Restricted	73,371	77,410
TOTAL NET ASSETS	<u>1,810,389</u>	<u>1,558,476</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,096,162</u>	<u>\$ 1,778,760</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	Unrestricted	Temporarily Restricted	2016	2015
SUPPORT AND REVENUES				
Contributions	\$ 34,281	\$ 14,700	\$ 48,981	\$ 35,090
United Way	12,021	43,000	55,021	60,174
Fees from Governmental Agencies	774,968	-	774,968	814,387
Grants from Governmental Agencies	1,143,207	-	1,143,207	943,249
Grants - Private	-	42,000	42,000	30,000
Private Fees	948,201	-	948,201	855,343
Loss on Disposal	(13,648)	-	(13,648)	-
Miscellaneous	37,215	-	37,215	54,476
Total Support and Revenues	<u>2,936,245</u>	<u>99,700</u>	<u>3,035,945</u>	<u>2,792,719</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	103,739	(103,739)	-	-
EXPENSES				
Program Services				
Instruction and Student Activities	1,883,317	-	1,883,317	1,830,160
Staff Development and Professional Fees	188,259	-	188,259	187,984
Other Program Costs	195,335	-	195,335	187,974
Occupancy	81,582	-	81,582	80,948
Direct Depreciation	79,072	-	79,072	74,709
Total Program Services	<u>2,427,565</u>	<u>-</u>	<u>2,427,565</u>	<u>2,361,775</u>
Support Services				
General Administrative	356,467	-	356,467	347,326
Total Support Services	<u>356,467</u>	<u>-</u>	<u>356,467</u>	<u>347,326</u>
Total Expenses	<u>2,784,032</u>	<u>-</u>	<u>2,784,032</u>	<u>2,709,101</u>
CHANGES IN NET ASSETS				
	255,952	(4,039)	251,913	83,618
Net Assets, Beginning of Year.	<u>1,481,066</u>	<u>77,410</u>	<u>1,558,476</u>	<u>1,474,858</u>
Net Assets, End of Year	<u>\$ 1,737,018</u>	<u>\$ 73,371</u>	<u>\$ 1,810,389</u>	<u>\$ 1,558,476</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 251,913	\$ 83,618
Adjustments to Reconcile Change in Net Assets to Net		
Cash Provided by (Used in) Operating Activities:		
Depreciation	108,369	99,930
Loss on Disposal of Property	13,648	-
(Increase) Decrease in Operating Assets:		
Accounts Receivable	(13,639)	12,613
Grants Receivable	(77,814)	86,907
Pledges Receivable	8,967	(51,966)
Prepaid Expenses	31,614	(70,619)
Security Deposits	-	2,530
Increase in Operating Liabilities:		
Accounts Payable	7,173	398
Accrued Expenses	4,842	8,134
Deferred Revenue	2,212	5,206
Total Adjustments	<u>85,372</u>	<u>93,133</u>
Net Cash Provided by Operating Activities	<u>337,285</u>	<u>176,751</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(254,485)</u>	<u>(39,061)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	<u>-</u>	<u>(1,542)</u>
NET INCREASE IN CASH	82,800	136,148
<i>Cash, Beginning of Year</i>	<u>199,296</u>	<u>63,148</u>
<i>Cash, End of Year</i>	<u>\$ 282,096</u>	<u>\$ 199,296</u>
Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 150</u>	<u>\$ 88</u>
Assets Acquired by Assumption of Debt	<u>\$ 51,262</u>	<u>\$ -</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2016

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Welcoming Concord	Daycare	Total
SUPPORT AND REVENUES										
Contributions	\$ 6,522	\$ -	\$ -	\$ 21,412	\$ -	\$ 6,000	\$ 252	\$ 14,700	\$ 95	\$ 48,981
United Way	-	-	-	7,792	-	24,388	2,929	-	19,912	55,021
Fees from Governmental Agencies	-	283,111	114,836	167,185	155,510	54,326	-	-	-	774,968
Grants from Governmental Agencies	160,368	-	-	-	87,718	533,569	109,700	-	251,852	1,143,207
Grants-Private	-	-	-	-	-	-	-	42,000	-	42,000
Private Fees	-	-	-	-	-	-	-	-	948,201	948,201
Loss on Disposal of Equipment	(13,648)	-	-	-	-	-	-	-	-	(13,648)
Miscellaneous	3,888	-	-	1,232	-	-	-	-	20,200	37,215
Total Support and Revenues	157,130	283,111	114,836	197,621	243,228	630,178	112,881	56,700	1,240,260	3,035,945
EXPENSES										
Program Services										
Instruction and Student Activities	6,666	226,648	76,046	141,136	231,004	318,745	80,450	20,936	781,686	1,883,317
Staff Development and Professional Fees	560	2,950	975	2,450	1,695	166,765	692	7,379	4,793	188,259
Other Program Costs	4,284	15,439	12,431	11,185	5,129	29,428	8,797	16,506	92,136	195,335
Occupancy	-	6,747	2,650	6,747	875	20,001	6,705	-	37,857	81,582
Direct Depreciation	-	12,797	2,586	7,743	432	14,247	5,044	-	36,223	79,072
Total Program Services	11,510	264,581	94,688	169,261	239,135	549,186	101,688	44,821	952,695	2,427,565
Support Services										
General Administrative	-	41,063	15,933	25,130	31,973	80,376	14,400	6,951	140,641	356,467
Total Support Services	-	41,063	15,933	25,130	31,973	80,376	14,400	6,951	140,641	356,467
Total Expenses	11,510	305,644	110,621	194,391	271,108	629,562	116,088	51,772	1,093,336	2,784,032
Excess (Deficiency) of Support and Revenues Over Expenses	145,620	(22,533)	4,215	3,230	(27,880)	616	(3,207)	4,928	146,924	251,913
Net Assets, Beginning of Year	994,829	(554,287)	47,334	536,211	9,151	110,783	(58,212)	25,443	447,225	1,558,476
Net Assets, End of Year	\$1,140,449	\$ (576,870)	\$ 51,549	\$ 539,441	\$ (18,722)	\$ 111,399	\$ (61,419)	\$ 30,371	\$ 594,149	\$1,810,389

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2015

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Welcoming Concord	Daycare	Total
SUPPORT AND REVENUES										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	28,666	2,900	-	19,473	60,174
Fees from Governmental Agencies	-	271,318	145,218	195,652	139,026	63,173	-	-	-	814,387
Grants from Governmental Agencies	-	-	-	-	79,883	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	-	-
Miscellaneous	36,578	2,144	-	513	-	-	-	-	855,343	855,343
Total Support and Revenues	41,679	273,462	145,218	231,348	218,909	639,037	109,723	30,000	1,103,343	2,792,719
EXPENSES										
Program Services										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	538	867	1,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,661	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,352	2,888	7,356	986	19,375	6,992	-	35,999	80,948
Direct Depreciation	-	12,094	2,306	7,058	404	13,553	4,782	-	34,512	74,709
Total Program Services	16,457	270,803	102,689	177,127	187,212	562,284	96,913	4,557	943,733	2,361,775
Support Services										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	-	141,464	347,326
Total Support Services	-	41,471	16,221	25,772	17,992	89,749	14,657	-	141,464	347,326
Total Expenses	16,457	312,274	118,910	202,899	205,204	652,033	111,570	4,557	1,085,197	2,709,101
Excess (Deficiency) of Support and Revenues Over Expenses	25,222	(38,812)	26,308	28,449	13,705	(12,996)	(1,847)	25,443	18,146	83,618
Net Assets, Beginning of Year	969,607	(515,475)	21,026	507,762	(4,554)	123,779	(56,365)	-	429,079	1,474,858
Net Assets, End of Year	\$ 994,829	\$ (554,287)	\$ 47,334	\$ 536,211	\$ 9,151	\$ 110,783	\$ (58,212)	\$ 25,443	\$ 447,225	\$1,558,476