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



Paul K. Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

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

January 11, 2017

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

#### REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Strong Foundations Charter School, 75 Riverwood Drive, Pembroke, New Hampshire (vendor code 263601), in an amount not to exceed \$100,000.00 for screening and intervention for dyslexia and related disorders based on House Bill 1644. This contract will be effective upon Governor and Council approval through June 30, 2017. 100% federal funds.

Funding is available in the account titled Special Education-Elem/Sec.

06-56-56-561010-41100000-102-500731  
Contracts for Program Services

FY'17  
\$100,000.00

#### EXPLANATION

House Bill 1644 was passed on June 20, 2016, signed by Governor Hassan on June 15, 2016. House Bill 1644 requires the Commissioner of the Department of Education to designate a reading specialist to provide support and resources to school districts for identify and assisting students with dyslexia and related disorders, dyscalculia, and dysgraphia and their families.

A Request for Proposals (RFP) was advertised in the Manchester Union Leader, for the period November 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>, 2016, as well as posted on the Department website. Two proposals were received; one was disqualified as it was a joint submission from co-applicants. Section 6.1 of the RFP required that the proposals be submitted from a single independent applicant/individual, agency or organization. Strong Foundations Charter School's proposal met the criteria of the Request for Proposals (Attachment A).

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
January 11, 2017  
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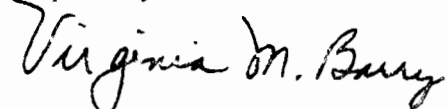
The Department of Education, Bureau of Special Education would like to contract with Strong Foundations Charter School. Strong Foundations Charter School has experienced staff at both field and administrative levels in working with students with dyslexia and related disorders; conducted trainings and practicum experiences to prepare dozens of practitioners to work with children using the Orton-Gillingham approach.

The Orton-Gillingham approach is appropriate for teaching individuals, small groups, and classrooms. It is appropriate for teaching in the primary, elementary, intermediate grades, and at the secondary and college level as well for adults. The explicit focus of the approach has been and continues to be upon persons with the kinds of language processing problems associated with dyslexia.

This contract will be evaluated by the Department through monthly monitoring of the services provided.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive, flowing style.

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

VMB:BJD  
Attachments

# Attachment A

## Reading Specialist

### Proposal Criteria in the RFP

Significance of Proposal	10 points
Quality of Services to be Provided	30 points
Management Plan	15 points
Personnel and Partners	10 points
Adequacy of Resources	25 points
Evaluation Plan	<u>10 points</u>
Possible Points	100 points

One (1) Proposals were received and scored:

Name of bidder: *Strong Foundations Charter Schools*

Santina Thibedeau

85

Julie Couch

81

Joanne DeBello

85

Peer Review

84

An RFP review occurred on Tuesday, January 2, 2017. The RFP review panel consisted of the following employees from the Department of Education:

Santina Thibedeau

Santina is the Administrator, Bureau of Special Education, and State Director of Special Education. Santina has been with the Department of Education and the Administrator of the Bureau of Special Education since July 2005.

Julie Couch

Julie is the Assessment Administrator for the Department of Education. Within the scope of her responsibilities, she oversees the state-wide alternative assessments. Prior to coming the DOE, Julie was the Title 1 grant manager for her school district and was responsible for evaluating the reading teachers in the school district. She has 24 years of experience in the field of education as both a teacher and an administrator.

Joanne DeBello

Joanne has been a Special Education Teacher for 11 years and Special Education Buildings Coordinator for 5 years. She holds certification in the Wilson Reading Program and was certified in the Orton-Gillingham Multisensory Reading Program, and formally trained in the Reading First Framework for Response to Intervention. Joanne has provided specially designed reading instruction for students with dyslexia and dysgraphia using varied programs such as the Wilson Reading program, the Orton-Gillingham Program, the SRA Reading Program, Lindamood-Bell Reading Program, Read Naturally, and Reading Recovery, in addition to evidenced-based practices. She worked as a private tutor for students with disabilities in the area of basic reading skills inclusive of decoding and encoding deficiencies commensurate with dyslexia and dysgraphia: has been trained through coursework from Mahesh Sharma in his Remedial Math Program for students with dyscalculia from the Center for Teaching and Learning Mathematics. Joanne has provided specially designed math instruction for students with dyscalculia using the Mahesh Sharma Math Program, Base Ten Math, and ETA Cuisenaire, in addition to evidenced-based practices. Joanne worked as a private tutor for students with disabilities in the area of math commensurate with dyscalculia.

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Strong Foundations Charter School		1.4 Contractor Address 715 Riverwood Drive Pembroke New Hampshire 03275	
1.5 Contractor Phone Number 603-225-2715	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature <i>Beth McClure</i>		1.12 Name and Title of Contractor Signatory <i>Beth McClure, Principal</i>	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Merrimack</i> On <i>1/28/2017</i> , before the undersigned officer, <i>Notary Public</i> , 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 <i>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Notary Public</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i> Date:		1.15 Name and Title of State Agency Signatory <i>VIRGINIA M. BARRY COMMISSIONER OF EDUCATION</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Elin McIntyre</i> On: <i>2/2/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block I.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

Strong Foundations Charter School will provide the following services to the New Hampshire Department of Education, Bureau of Special Education:

#### *Reading Specialist*

Provide support and resources to school districts for identifying and assisting students with dyslexia and related disorders, and dysgraphia and their families based on House Bill 1644.

- Technical support, services and resources to elementary and secondary public school personnel in the utilization and interpretation of the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) or equivalent screeners.
- Technical support, services and resources to assist school personnel in the identification of characteristics that are associated with risk factors for dyslexia, related disorders, and dysgraphia upon entering kindergarten or first grade, and at appropriate times thereafter.
- Technical support, services and resources to assist school personnel in the development and utilization of evidenced-based intervention strategies and reading programs such as Wilson and Orton-Gillingham or equivalent programs.
- Technical support, services and resources to school personnel in best practice of implementation of evidence-based interventions, accommodations and support services, including progress monitoring, for any student who is identified as having characteristics that are associated with risk factors for dyslexia, related disorders, or dysgraphia.
- Develop and provide professional growth opportunities to school personnel in the areas of literacy assessment, intervention and monitoring, parental education, literacy program planning, and related services for children with literacy skills needs.
- Develop and update as necessary a reading support resource guide to be used by school districts. Guide to be developed and updated with the advice of experts in the fields of dyslexia, related disorders, dyscalculia, and dysgraphia.

Initial BMC  
Date 1/28/17



## Exhibit B

### Budget

Budget (through June 30, 2017)

Account number: 06-56-56-562510-41100000

<i>Description of Services</i>	<i>Budget Detail</i>	<i>Total Cost</i>
Salaries and Benefits	Reading Specialist: Two .5 FTE @\$1600/week each = \$3200/week x 26 weeks	\$83,200.00
Contracted Services	Present four one-day in-person professional development workshops. \$1800/day	\$7,200.00
Supplies and Materials	Production costs: handouts and resource guides	\$1,200.00
Travel	Ten travel days for two project leaders	\$1,200.00
Indirect Costs	Electric, internet, telephone, billing, mailing, webinar delivery system	\$7,200.00
	Total Costs	\$100,000.00

*Method of Payment:*

Payment will be made on the basis of monthly invoices that are received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract.

Barbara Dauphinais, Program Specialist  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Initial BMc  
Date 1/28/17

## Exhibit C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initial BMC  
Date 1/28/17

# 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 STRONG FOUNDATIONS CHARTER SCHOOL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 2007. 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: 573338



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of November A.D. 2016.

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

William M. Gardner  
Secretary of State

**Certificate of Authority**

I, Colleen Sliva, Chairman of the Board of Directors of Strong Foundations Charter School do hereby certify that:

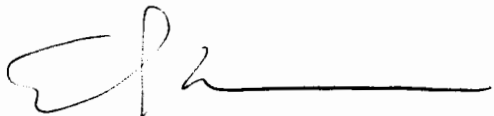
- (1) I maintain and have custody of and am familiar with the minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books;
- (3) The following is a true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on January 18, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

*The Members of Strong Foundations Charter School Board hereby authorize Beth McClure, as Principal, to execute all documents by Strong Foundations Charter School and to enter into contracts or execute and deliver any instrument in the name of and on behalf of Strong Foundations Charter School.*

- (4) The foregoing resolution(s) and by-law are in full force and effect, un-amended, as of the date hereof; and
- (5) The following person(s) lawfully occupy the office(s) indicated below:

Colleen Sliva Chairman  
Randy Welch Vice Chairman  
Christopher Carrier Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Directors of the Corporation this 28<sup>th</sup> day of January 20 17.

  
\_\_\_\_\_  
Chairman of the Board of Directors

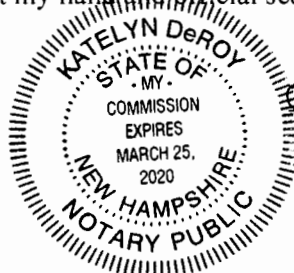
**(If the corporation has no seal, the Officer shall acknowledge the certificate before an authorized officer below)**

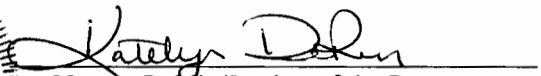
STATE OF New Hampshire

COUNTY OF Merrimack

On January 28<sup>th</sup>, 2017, before the undersigned Chairman of the Board of Directors personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairman of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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



  
\_\_\_\_\_  
Notary Public/Justice of the Peace

## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b>		<b>Member Number:</b>	<b>Company Affording Coverage:</b>	
Strong Foundations Charter School 715 Riverwood Drive Pembroke, NH 03275		1213	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  <b>By:</b> Tammy Denver  <b>Date:</b> 1/13/2017    tdenver@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			

## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Strong Foundations Charter School 715 Riverwood Drive Pembroke, NH 03275		<b>Member Number:</b> 1213	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			<b>By:</b> Tammy Denver <b>Date:</b> 1/19/2017 tdenver@nhprimex.org Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

## **Mission Statement**

The mission of the Strong Foundations Charter School is to:

1. Build early literacy by using an Orton-Gillingham approach and building phonemic awareness so that children are reading at grade level by fourth grade.
2. Create a learning environment wherein 90% of the student population beginning Strong Foundations in Readiness or grade 1 will be proficient or advanced in reading by the end of grade 4.
3. Create a Readiness – grade 8 school where the entire faculty is trained in and uses the Orton-Gillingham approach so that other schools and districts can make use of the school for training of faculty, i.e. elementary teachers, reading specialists, learning disabilities specialists, tutors, and paraprofessionals.

Note: At the time of this writing, the 1992 -2009 data from the NAEP for NH students at or above proficient levels in grade 4 was:

Reading	1992 – 38%	2009 – 41%
Math	1992 – 25%	2009 – 56%

(Source: <http://nationsreportcard.gov>)

4. Incorporate the Core Knowledge Curriculum in grades R-8 in Science, Social Studies, Language Arts, Music, and Art in order to build students' background knowledge and reading comprehension.

## **Overview of Strong Foundations Charter School**

On March 14, 2006, the New Hampshire State Board of Education first approved the Charter of Strong Foundations Charter School (SFCS). Since that time the Charter has been reauthorized twice. The primary focus of SFCS is developing early literacy using the Orton-Gillingham approach as well as outreach and training to school districts and individual educators. SFCS has conducted Orton-Gillingham trainings for four different New Hampshire districts as well as for individual teachers from public schools across New Hampshire.

The school is located in Pembroke, New Hampshire, and has been in the same location since it opened in September 2007 with 51 students. As of the 2016-17 school year, it has a student body of more than 230 students ranging from Readiness through eighth grade. There is a student council and a chapter of the National Junior Honor Society. Feedback from receiving high schools, parents, and the students themselves indicates the students are well prepared for high school. The majority of the student population is comprised of regular education students. Approximately 25% of the students are identified with a learning disability, and approximately 15% of the students have a 504 plan. The racial and ethnic diversity of the student body reflects that of the surrounding towns and cities.

SFCS standards meet or exceed what is required. All the teachers and administrators are certified by the State of New Hampshire. The curriculum includes reading/language arts, math, science, social studies, art, music, P.E., and health. Students participate in all state mandated testing. The student body is regularly assessed in reading, language, and math using the NWEA (three times per year) and Aimsweb (three times or more per year). Results of assessments are used to determine which students need additional instruction or enrichment.



**Strong Foundations Elementary School, Inc.****Quarterly Balance Sheet**

Fiscal Year July 1, 2016 - June 30, 2017

Dec 31, 16**ASSETS****Current Assets****Checking/Savings**

1000 - Granite Bank 556 1,169

1005 - Granite Bank Reserve 083 2,336

1006 - Northway Reserve 377 37,992

**Total Checking/Savings** 41,497**Other Current Assets**

1100 - Investments 5,732

**Total Other Current Assets** 5,732**Total Current Assets** 47,229**Fixed Assets**

1500 - Building 1,536,667

1501 - Accumulated Depreciation (185,942)

1507 - Security System 5,500

1510 - Closing Costs 34,813

1550 - Accumulated Amortization (8,231)

1600 - Land 76,500

**Total Fixed Assets** 1,459,307**TOTAL ASSETS** 1,506,536**LIABILITIES & EQUITY****Liabilities****Long Term Liabilities**

2010 - N/P Northway Bank 1,323,766

**Total Long Term Liabilities** 1,323,766**Total Liabilities** 1,323,766**Equity**

3999 - Unrestricted Funds 142,227

**Net Income** 40,542**Total Equity** 182,769**TOTAL LIABILITIES & EQUITY** 1,506,535

**Strong Foundations Charter School**  
 Combined Statement of All Funds  
 Report for the Quarter Ending, December 31, 2016

**Balance Sheet**

<b>Current Assets</b>	<b>Cash</b>	1,242,638	
	<b>Investments</b>	52,409	
	<b>Receivables</b>	0	
	<b>Prepaid Expenses</b>	0	
	<b>Other Assets</b>	0	
	<b>Total Current Assets</b>		1,295,047
<b>Current Liabilities</b>	<b>Payables</b>	0	
	<b>Loans &amp; Interest Payable</b>	0	
	<b>Accrued Expenses</b>	0	
	<b>Payroll Deductions</b>	4,717	
	<b>Deferred Revenue</b>	0	
	<b>Other Current Liabilities</b>	0	
	<b>Total Current Liabilities</b>		4,717
<b>Fund Equity</b>	<b>Reserved for Encumbrance</b>	0	
	<b>Reserved for Special Purpose</b>	0	
	<b>Unreserved Fund Balance</b>	1,290,330	
	<b>Total Fund Equity</b>		1,290,330
	<b>Total Liabilities &amp; Fund Equity</b>		1,295,047

**Statement of Equity**

Beginning of Quarter Balance	1,206,498
Prior Period adjustments	(4,748)
Plus Revenues Received	675,970
Less Expenditures	582,673
End of Quarter Balance	1,295,047

**Statement of Revenues**

	Original Budget	Revised Budget	Received 1st Quarter	Received 2nd Quarter	Received 3rd Quarter	Received 4th Quarter	Received Year to Date
Start-up Grant	0			21,512			21,512
Adequacy Funds	0		640,412	469,023			1,109,435
Special Education	0		69,321	168,839			238,160
Interest Income	0		19	30			49
Other Income	0		1,886	16,566			18,452
Donations	0						0
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>711,638</b>	<b>675,970</b>	<b>0</b>	<b>0</b>	<b>1,387,608</b>

**Statement of Expenditures**

	Original Budget	Revised Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Year to Date
Salaries	0		274,493	444,280			718,773
Health Insurance	0		16,119	17,875			33,994
Other Benefits	0			9,492			9,492
Tax Liabilities	0		20,944	33,989			54,933
Utilities	0		5,689	7,916			13,605
Rent	0		29,362	29,362			58,724
Supplies	0		2,542	2,723			5,265
Building Repairs	0		13,542	5,238			18,780
Instructional Services	0		49,245	10,092			59,337
Insurance	0		4,666				4,666
Support Services	0		3,462	5,126			8,588
Audit	0		3,500	7,250			10,750
Other	0		15,576	9,330			24,906
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>439,140</b>	<b>582,673</b>	<b>0</b>	<b>0</b>	<b>1,021,813</b>

Prepared by: \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Phone: \_\_\_\_\_

Board Chair: \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

**Strong Foundations Charter School  
Board of Directors as of January 2017**

<b><u>Term Expires</u></b>	<b><u>Name (Prefix, First, MI, Last)</u></b> <b><u>Address</u></b>	<b><u>Office</u></b>
2019	Sliva, Colleen	Chair
2017	Sisti, Mark	Vice Chair
2017	Welch, Randy	
2017	Panebianco, Michael	
2019	Teunessen, Michael	
2017	Baker, Stephen	(parent member)
2017	Carrier, Sarah	(parent member)
2017	Carrier, Christopher	(parent member)
Not a Board Member:		
	Beth McClure	Secretary Pro Tem

***All Board members serve with no compensation.***

## **Project Personnel**

Beth McClure, M. Ed.: Project Manager

Colleen Sliva, MEd: Assistant Project Manager

## **Experience**

- Principal and Co-Founder: Strong Foundations Charter School, Pembroke, NH. Jun. 2007-Present
- Orton-Gillingham Trainer Jun. 2008-Present
  - Manchester, Merrimack Valley, Gilford, and Timberlane School Districts
  - Annual OG training to benefit the NH Branch of the International Dyslexia Association
  - Annual staff training for Strong Foundations Charter School
- Special Educator, Reading and Writing Specialist Sep. 1994-Jun. 2007
  - Manchester School District, Gilmanton School District, Barnstead School District, Pembroke School District, New Hampshire Technical Institute
- Educational Consultant and Training: Differentiating Instruction Feb. 2006-Jul. 2006
  - Gilmanton School District, Winnisquam School District
- Teacher: Burnham Brook School, Canterbury, NH Jan. 1988-Jun. 1994
  - Classroom Teacher: Math, Science, Social Studies, Writing
  - Special Educator: Reading, Writing, Assessment, IEP Development

## **University Experience**

- Rivier University, Nashua, NH: Adjunct Faculty Graduate Division Jun. 1993-May 1995
  - Taught courses in Assessment, Reading, and Learning Disabilities

## **Certifications**

State of New Hampshire Experienced Educator Certifications: Learning Disabilities, Reading and Writing Specialist, Elementary Education, General Special Education, Principal, Special Education Administrator

Academy of Orton-Gillingham Practitioners and Educators: Fellow Certification

## **Education**

- |                          |  |
|--------------------------|--|
| Enrolled in Ed.D Program | <b>Rivier University, Nashua, NH:</b> Leadership and Learning. Expected date of completion: December 2017. |
| M.Ed. with Honors        | <b>Rivier University, Nashua, NH:</b> Administration.  |

## Beth A. McClure

M.Ed. with Honors

Notre Dame College, Manchester, NH: Learning and Language Disabilities.

B.S. with Honors

Colorado State University, Ft. Collins, CO: Liberal Arts.

### Workshops Led

- Orton-Gillingham Classroom Educator 30 hour training Jan. 2012-Present
- Orton-Gillingham Associate Level 60 hour training Jun. 2007-Present

### Additional Training/Professional Development

- Annual attendance at the Fellows' Conference for the Academy of Orton-Gillingham Practitioners and Educators 2005-2016
- Annual attendance at International Dyslexia Conference 2007-2016
- Annual attendance at New Hampshire Branch of the International Dyslexia Conference 2005-2016
- Response to Instruction, Keene State College: 6 hours Mar. 2013

### Affiliations/Memberships

- Association for Supervision and Curriculum Development (ASCD) 2007-Present
- International Dyslexia Association (IDA) 1991-Present
- Academy of Orton-Gillingham Practitioners and Educators (AOGPE) 1993-Present

Colleen Sliva, MEd.

## **Principal and Special Education Director**

### Education:

**MEd. Language and Literacy**, Simmons College, Boston, MA 10/2001

**BA. Elementary and General Special Education**, Notre Dame College, Manchester, NH 5/1992

Certifications: Special Education Administrator, Reading and Writing Specialist, Learning Disabilities Specialist, General Special Education Teacher, Elementary Education K-8

### Professional Educational Experience:

Spaulding Youth Center, Northfield, NH 3/2006-present

#### **Principal and Special Education Director**

Established, led, monitored effective learning climate in K-12 school for 85 students with behavioral disorders and a staff of 70. Scope of position includes: staff recruitment, development, and evaluation; fiscal management; administration organization; shared decision making; promotion of school values; student discipline; safe, respectful learning environment for all school members.

- Achieved two five year NHDOE special education program approvals transforming Spaulding Youth Center from provisional approval to a recognized commended institution
- Launched Title 1 reading program consistently producing an average of two years reading growth per year in identified students
- Advanced Spaulding Youth Center's census from 45 students to 85 students
- Cultivated both beginning educators and experienced educators

Burnham Brook Middle School, Canterbury, NH 9/2001-3/2006

#### **Learning Disabilities Coordinator**

Coordinated and monitored learning disabilities program in grade 3-8 school for 40 students and a staff of 6. Scope of position includes: instruction, IEP development, assessment, shared decision making, promotion of school values, student discipline; establishment of safe, respectful learning environment; staff development.

- Doubled student enrollment
- Reorganized implementation of learning disabilities instruction resulting in improved strategy integration
- Created systems that resulted in 90% of students achieving projected growth

Merrimack Valley School District, Penacook, NH 9/1992-6/2001

#### **Special Education Teacher**

Instructed and monitored self-contained special education program K-5 with lesson plans aligned to the district's curriculum. Duties included all traditional teacher responsibilities as well as all aspects of case management and special education such as IEP development, assessment, paraeducator supervision and training.

- Served on the Emergency Response Planning Team
- Coached Special Olympics
- Served on the curriculum revision committee

### Other Professional Experience:

Community College System of New Hampshire (CCSNH) 1/2011-5/2012

**Adjunct Faculty:** TECP 71: IEPs Consultation and Collaboration

### Affiliations:

New Hampshire Private Special Education Association

*Board Chair* 9/2011-6/2013

# Colleen Sliva, MEd.

Strong Foundations Charter School	2005-present
<i>Co-founder, Board Chair</i>	
New Hampshire Association of Special Education Administrators	
<i>Member</i>	2006-present
New Hampshire Branch International Dyslexia Association	
<i>President</i>	2/2002-2/2005
<i>Vice President</i>	2/2008-2/2011