



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, NH 03301  
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May 6, 2019

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

#### REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Adult Education to exercise the contract renewal option with Second Start (Vendor Code 177224) by increasing the not to exceed amount by \$402,853.73 from \$599,546.02 to \$1,002,399.75, to provide professional development activities for all New Hampshire adult educators in accordance with the state leadership requirements under the Workforce Innovation and Opportunity Act of 2014, effective July 1, 2019 through June 30, 2020, upon Governor and Council approval. Originally approved by Governor & Council on August 23, 2017 (Item #83), renewed on June 6, 2018 (Item #133) and amended on October 31, 2018 (Item #75A). 100% State Match Funds.

Funds to support this request are anticipated to be available in the account entitled Adult Education upon the availability and continued appropriation of funds.

06-56-56-562010-40390000-601-500931 State Fund Match

FY20
\$402,853.73

#### EXPLANATION

A review was completed for year one in the spring of 2018 with the contract renewed for FY19. A review was completed for year two in the spring of 2019, based on satisfactory performance of the Contractor, the department is requesting that we exercise the renewal option for the third year.

The Statewide Professional Development Contractor is responsible for providing a professional development specialist, a learning disabilities consultant and a distance learning trainer in addition to facilitating various advisory groups and committees; administering all professional development activities such as workshops, conferences, certification 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

His Excellency, Governor Christopher T. Sununu  
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May 6, 2019  
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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.

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

Respectfully submitted by,

A handwritten signature in black ink, appearing to read "Frank Edelblut".

Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item #83), renewal on June 6, 2018 (Item #133) and amended on October 31, 2018 (Item #75A) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
2. Amend Section 1.8 by removing \$599,546.02 and replacing with a cumulative price limitation of \$ 1,002,399.75.
3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
4. Remove Exhibit B-2 (Budget) and replace with Exhibit B-3 (Budget).
5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
6. Add the following Exhibits:
  - Exhibit D: Contractor Obligations
  - Exhibit E: Federal Debarment and Suspension
  - Exhibit F: Anti-Lobbying
  - Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality
  - Exhibit H: Termination
7. All other provisions of this agreement shall remain in full force and effect.
8. This renewal option shall be effective on July 1, 2019.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By: [Signature] 5-9-19  
Commissioner of Education Date

SECOND START

Name of Corporation (Contractor)

By: James B. Hodgson Executive Director 5/2/2019  
Signature, Title Date

STATE OF New Hampshire

County of Merrimack

On this the 2 day of May, 2019 before me, Dorothy Fournier, the undersigned officer, personally appeared James B. Hodgson known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]  
Notary Public/Justice of the Peace

September 13, 2022  
Commission Expires

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

Approved as to form, substance and execution by the Attorney General this 16 day of MAY, 2019.



Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

## EXHIBIT A-2

### 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 LINC 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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5/31/19

- 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 June 30, 2020 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 provide the following:

- Distance Learning Facilitator
- IELCE Compliance Coordinator
- Transition Consultant
- Data Analyst

4. 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
- Curriculum Alignment with College & Career Readiness Standards for Adult Education
- English Language Proficiency Standards
- Essential Components of Reading through participation in cross-state consortium for STAR training
- Persistence
- Distance Learning
- Competency-based Education
- WIOA Implementation
- Data Analysis and National Reporting System Requirements
- The Role of Adult Education in WIOA
- Contextualized Instruction
- Google Boot Camp for Adult Educators

5. 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.

6. 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.

#### 7. 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.

#### 8. Contract Documents

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

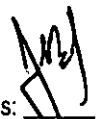
- a. State of New Hampshire Terms and Conditions contained in the Form P-37
- b. Contract Exhibit A
- c. Contract Exhibit B
- d. Contract Exhibit C
- e. Contract Exhibit D
- f. Contract Exhibit E
- g. Contract Exhibit F
- h. Contract Exhibit G
- i. Contract Exhibit H

#### 9. 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, 2020.

#### 10. Order of Precedence

  
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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. Contract Exhibit D
6. Contract Exhibit E
7. Contract Exhibit F
8. Contract Exhibit G
9. Contract Exhibit H

Anticipated number of adult educators served:

FY20
450



**EXHIBIT B-3****Estimated Budget: Limitation on Price: Payment**

<b>ESTIMATED PROJECT: Professional Development</b>	<b>FY20</b>
Administrative Salary	\$ 117,937.40
Administrative Benefits	\$ 20,019.21
Presenters	\$ 135,325.00
WIOA Infrastructure	\$ 13,000.00
IT Services	\$ 1,261.00
Water, Sewer	\$ 150.00
Disposal Services	\$ 389.04
Snow Plowing Services	\$ 336.00
Repairs & Maintenance	\$ 1,335.00
Insurance	\$ 476.04
Telephone	\$ 540.00
Postage	\$ 140.00
Printing	\$ 40.00
Travel	\$ 14,000.00
Conferences & Workshops	\$ 50,000.04
Energy Utilities	\$ 1,284.96
Supplies	\$ 4,384.00
Depreciation	\$ 5,613.00
Indirect Cost	\$ 36,623.04
Totals	\$ 402,853.73

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 \$402,853.73.
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 \$402,853.73 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 and State Funds 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 in part 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. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
  - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
  - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
  - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
  - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
  - e. The Contractor is responsible for replacing any lost or stolen equipment.
  - f. The Contractor must return the equipment to the State at the end of the contract period.
  - g. The Contractor must comply with RSA 649-b.
8. 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, 2020 shall not be accepted for payment.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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: \$ 402,853.73.

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Method of Payment:

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

Funding Source

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

06-56-56-562010-40390000-601-500931	State Fund Match	<u>FY 2020</u> \$402,853.73.
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## EXHIBIT C-2

### Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
  - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
2. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

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

**EXHIBIT D****Contractor Obligations**

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

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

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

**Breach**

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

**Fraud and False Statements**

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

**Environmental Protection**

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

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

**Procurement of Recovered Materials**

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

## EXHIBIT E

### Federal Debarment and Suspension

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

## EXHIBIT F

### Anti-Lobbying

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

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

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

## EXHIBIT G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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



## EXHIBIT H

### Termination

#### a. Termination for Cause

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

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


#### b. Termination for Convenience

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

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

#### c. The DOE's Right to Proceed with Work

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

  
5/2/19

# State of New Hampshire

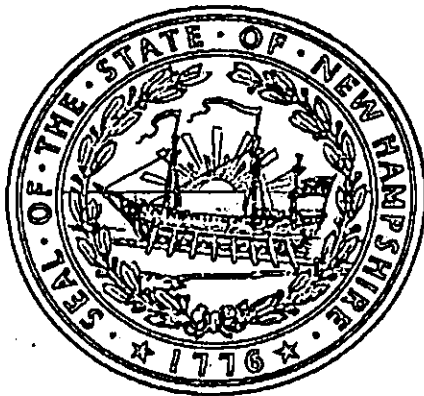
## Department of State

### CERTIFICATE

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

Business ID: 65173

Certificate Number : 0004493394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

## Certificate of Authority

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

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Board of Directors of Second Start on April 29, 2019. 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:

Matt Nadeau, President

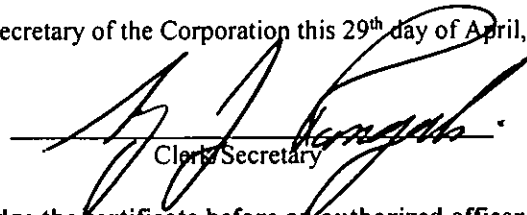
James Snodgrass, Executive Director

Tom Painchaud, Vice President/Treasurer

George Pangakis, Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 29<sup>th</sup> day of April, 2019.

(Corporate Seal if any)

  
Clerk/Secretary

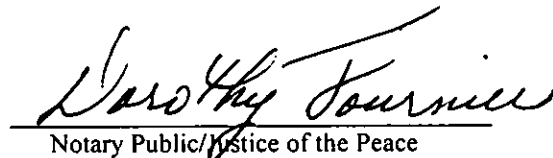
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On April 29, 2019, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2019

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Eleanor Spinazzola <b>PHONE (AC, No, Ext):</b> (603) 293-2791 <b>FAX (AC, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Second Start 17 Knight Street Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AmTrust Financial Services, Inc. <b>INSURER B:</b> Liberty Mutual Agency Corporation <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2019

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 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

BAE-2017-002 Statewide Professional Development

## CERTIFICATE HOLDER

## CANCELLATION

State Of New Hampshire, Department of Education  
101 Pleasant St

Concord

NH 03301

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

AUTHORIZED REPRESENTATIVE

*Finley Kennedy*

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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3485  
FAX (603) 271-1953

September 26, 2018

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Adult Education to enter into a contract amendment with Second Start (Vendor Code 177224) to increase the not to exceed amount by \$11,578.51 from \$587,967.51 to \$599,546.02, to increase services provided by the Statewide Professional Development Coordinator, required to facilitate professional development activities for all New Hampshire adult educators in accordance with the state leadership requirements under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval through June 30, 2019 with the option to renew for one additional one-year terms. Approved by Governor & Council on August 23, 2017 (Item #83) and amended on June 6, 2018 (Item #133). 71% General Funds and 29% Federal Funds.

Funds are available in the account titled Adult Education in FY19, and are anticipated to be available in FY20, upon the availability and continued appropriation of funds in the future operating budget; with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	FY19	Amendment	Adjusted FY19
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 91,216.90		\$ 91,216.90
06-56-56-565010-2535-601-500931 State Fund Match	\$212,839.44		\$ 212,839.44
6-56-56-565010-2535-602-500932 State Fund Non Match		\$ 11,578.51	\$ 11,578.51
	\$304,056.34	\$ 11,578.51	\$ 315,634.85

**EXPLANATION**

This is a contract amendment to increase the services provided by the Statewide Professional Development Coordinator under the Statewide Professional Development contract with Second Start. The Bureau of Adult Education is currently unable to fill the Education Consultant position due to insufficient grant funds to support that full-time position. Reductions in federal funding require an

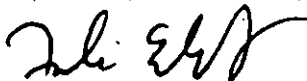
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 26, 2018  
Page 2 of 2

evaluation of staff funding in the future and long-term plans include a potential shift from federal funding of all positions to a combination of federal and state funding in the future.

This request is a short term solution to ensure that professional development services continue to be provided while the Bureau reorganizes job responsibilities and funding sources. Professional development activities including the improvement of instruction, the development of curriculum and technical assistance are requirements for all adult education programs that receive funding under the Workforce Innovation and Opportunity Act of 2014. These services are included in the current contract, this amendment provides the Statewide Professional Development Coordinator with additional hours and funds for attendance at two national training conferences for fiscal year 2019 only.

The Bureau of Adult Education provides professional development activities for more than 350 adult educators.

Respectfully submitted by,

A handwritten signature in black ink, appearing to read 'Frank Edelblut', written in a cursive style.

Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item #84) and amended on June 6, 2018 (Item #133) hereby agree to modify same as follows:

1. Replace Exhibit B-1 with Exhibit B-2.
2. All other provisions of this contract shall remain in effect.
3. This amendment shall be effective upon Governor & Council approval.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By: [Signature]  
Commissioner of Education

Second Start  
Name of Corporation (Contractor)

By: [Signature]  
Signature, Title

STATE OF NEW HAMPSHIRE

County of MERRIMACK

On this the 17th day of SEPTEMBER 2018 before me, LAURA SCARCELLO, the undersigned officer, personally appeared JAMES B. SNODGRASS who acknowledged himself/herself to be the EXECUTIVE DIRECTOR of Second Start, a corporation, and that he/she, as such EXECUTIVE DIRECTOR, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as JAMES B. SNODGRASS.

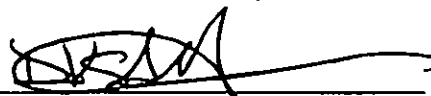
In witness whereof I hereto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

LAURA E. SCARCELLO  
Notary Public - New Hampshire  
My Commission Expires March 12, 2019

Approved as to form, substance and execution by the Attorney General this 16<sup>th</sup> day of December, 2018.

Division of Attorney General Office

By: 

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

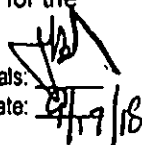
By: \_\_\_\_\_



**EXHIBIT B-2****Estimated Budget: Limitation on Price: Payment**

<b>ESTIMATED PROJECT: Professional Development</b>	<b>FY19</b>
Administrative Salary	\$ 29,744.00
SSD Coordinator	55,440.00
Administrative Benefits	5,404.31
SSD Coordinator Benefits	10,938.27
Presenters	51,825.00
LD Specialist	13,500.00
NH COSH Services	25,000.00
WIOA Infrastructure	12,000.00
IT Services	780.00
Water, Sewer	150.00
Disposal Services	396.00
Snow Plowing Services	308.04
Repairs & Maintenance	1,451.04
Insurance	504.00
Telephone	258.00
Postage	140.00
Travel	17,000.04
Conferences & Workshops	54,999.96
Energy Utilities	1,125.96
Non-Expendable	
Supplies	2,175.00
Depreciation	3,983.00
Indirect Cost	28,512.23
Totals	\$ 315,634.85

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 \$315,634.85.
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 \$315,634.85 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

Handwritten signature and date: 4/19/18

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, 2019 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: \$315,634.85

Method of Payment:

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

Funding Source

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

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 91,216.90
06-56-56-565010-2535-601-500931 State Fund Match	\$212,839.44
<u>06-56-56-565010-2535-602-500932 State Fund Non Match</u>	<u>\$ 11,578.51</u>
	\$315,634.85

*MB*  
*9/17/18*

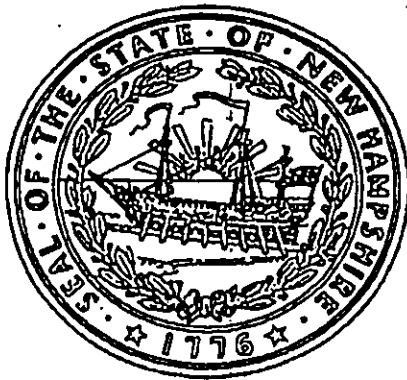
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

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

Business ID: 65173

Certificate Number : 0004087638



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

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

1. I am a duly elected President of Second Start  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of the Agency duly held on September 17, 2018  
(Date)

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

is hereby authorized on behalf of this Agency to enter into the said contract amendment with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17<sup>th</sup> day of September, 2018  
(Date Contract Signed)

4. James Snodgrass is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dodd S. Griffith, President  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of Sept., 2018.

By Dodd Griffith  
(Name of Elected Officer of the Agency)

Rhonda E. Davignon  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RHONDA E. DAVIGNON, Notary Public  
Commission Expires: State of New Hampshire  
My Commission Expires January 27, 2021



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gofford NH 03247-7425	CONTACT NAME: Pat Mack PHONE: (603)293-2791 FAX: (603)293-7188 EMAIL: pat@calinsurance.net ADDRESS: NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Group INSURER B: Technology Insurance Co INSURER C: United States Fire Insurance Co INSURER D: INSURER E: INSURER F:
INSURED Second Start 17 Knight Street Concord NH 03301		NAIC # 42376

## COVERAGES

CERTIFICATE NUMBER: 2017

REVISION NUMBER:

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

ITEM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LINE		INSR	NO	(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per 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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (per occurrence) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per occurrence) \$ PROPERTY DAMAGE (per occurrence) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (If insurable in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy			12/31/2017	12/31/2018	Accident Med Expense \$50,000

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

## CERTIFICATE HOLDER

## CANCELLATION

NH of Dept of Education Bureau of Adul Education  
21 South Fruit St, Suite 20

Concord

NH 03301

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

AUTHORIZED REPRESENTATIVE

Pat Mack

133 *AB*

MAY 24 '18 PM 12:29 DAS



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

May 18, 2018

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 exercise a renewal option with Second Start, Concord, NH (Vendor Code 177224), by increasing the price limitation by \$304,056.34 from \$283,911.17 to \$587,967.51, to provide Statewide Professional Development Services, effective July 1, 2018 through June 30, 2019 upon Governor and Council approval. This contract was originally approved on August 23, 2017 (Item# 83). 30% Federal Funds, 70% General Funds.

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

	<u>FY19</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 91,216.90
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$212,839.44</u>
	\$304,056.34

**EXPLANATION**

A review was completed for year one. Based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two.

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.

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
May 18, 2018  
Page 2 of 2

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.

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 Grant Management 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



**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on Aug. 23, 2017, (Item #83) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$283,911.17 and replacing with a cumulative price limitation of \$ ~~587,967.51~~
3. Remove Exhibit A (Scope of Service) and replace with Exhibit ~~A-1~~ (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit ~~B-1~~ (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit ~~C-1~~ (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

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

Second Start  
Name of Corporation (Contractor)  
By: [Signature] Executive Director 5/4/18  
Signature, Title Date

STATE OF New Hampshire  
County of Merrimack

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

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

Dorothy Fournier  
Notary Public/Judge of the Peace

9/13/2020  
Commission Expires

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

[Signature]  
Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

## EXHIBIT A-1

### The Services

Services at Second Start will be provided 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, HSET 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 LINC 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.

WJ 5/11/18  
2019

- 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-based 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, 2019. The Term may be extended for one (1) 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.

Anticipated number of adult educators served:

FY19
450

# EXHIBIT B-1

## Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT: Professional Development	
Administrative Salary	\$ 29,744.00
SSD Coordinator	47,520.00
Administrative Benefits	5,415.38
SSD Coordinator Benefits	10,321.32
Presenters	51,825.00
LD Specialist	13,500.00
NH COSH Services	25,000.00
WIOA Infrastructure	12,000.00
IT Services	780.00
Water, Sewer	150.00
Disposal Services	396.00
Snow Plowing Services	308.04
Repairs & Maintenance	1,451.04
Insurance	504.00
Telephone	258.00
Postage	140.00
Travel	15,000.00
Conferences & Workshops	54,999.96
Energy Utilities	1,125.96
Supplies	2,175.00
Depreciation	3,883.00
Indirect Cost	27,459.64
Totals	\$304,056.34

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 \$304,056.34.
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 \$304,056.34 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, 2019 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: \$304,056.34

Method of Payment:

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

Funding Source

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

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 91,216.90
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$212,839.44</u>
	\$304,056.34



## EXHIBIT C-1

### Special Provisions

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

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

# State of New Hampshire

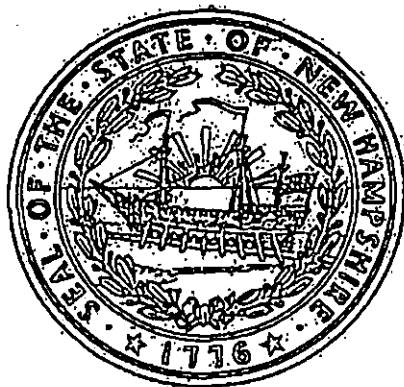
## Department of State

### CERTIFICATE

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

Business ID: 65173

Certificate Number : 0004087638



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State

**Certificate of Authority**

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

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

Second Start will enter into a contract with the NH Department of Education to provide 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

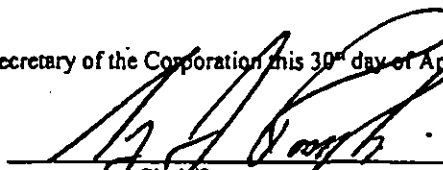
Matt Nadeau, Vice President

George Pangakis, Secretary

Tom Painchaud, Treasurer

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

(Corporate Seal if any)

  
Clerk/Secretary


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

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

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

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

  
Notary Public/Judge of the Peace

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Pat Mack <b>PHONE (AAC No. Ext.):</b> (803)293-2791 <b>FAX (AAC No.):</b> (803)293-7188 <b>EMAIL ADDRESS:</b> pat@esinsurance.net	
<b>INSURED</b> Second Start 17 Knight Street Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Ins Group <b>INSURER B:</b> Technology Insurance Co <b>INSURER C:</b> United States Fire Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 2017 REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

NH of Dept of Education Bureau of Adult Education 21 South Fruit St, Suite 20 Concord NH 03301
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## CANCELLATION

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

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Frank Edelblut  
Commissioner



Paul Leather  
Deputy Commissioner

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

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.

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
July 31, 2017  
Page 2 of 2

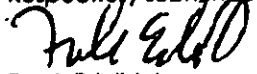
Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education website and the Manchester Union Leader. The Statewide Staff Development Grant is awarded through a competitive application process that is open to 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

DOE Shared Data[S:]/Common/Adult Ed/2017 Adult Ed Proposals/WIOA Adult/Second Start/SSD

## 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
	<b>Total Composite Technical Score (Minimum 50)</b>	<b>100</b>
Program Design	Alignment with WIOA Partners	50
	Instruction Improvement	100
	Technical Assistance	100
	Monitoring, Evaluation & Improvement	100
	Reporting	25
	Budget & Budget Narrative	25
	<b>TOTAL SCORE (Minimum of 250)</b>	<b>500</b>

**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:

<b>Second Start</b>	<b>Maximum Score</b>	<b>Average</b>
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 <i>James B. Snodgrass</i>		1.12 Name and Title of Contractor Signatory James B. Snodgrass, Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>July 31, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<i>Dorothy Fournier</i>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>DOROTHY FOURNIER</i>		<i>Office Manager</i>	
1.14 State Agency Signature <i>Frank Edelblut</i> Date: <i>8-8-17</i>		1.15 Name and Title of State Agency Signatory <i>FRANK EDELBLUT, 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>E. B. McIntyre</i> On: <i>8/9/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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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.

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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.

MB  
7/8/17

## 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 LINC 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.

- 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-based 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.

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Anticipated number of adult educators served:

FY18
450

*[Handwritten Signature]*  
7/31/17

**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	\$28,100.06
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
<b>Totals</b>	<b>\$283,911.17</b>

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

*[Handwritten Signature]*  
*[Handwritten Date: 7/11/17]*

## EXHIBIT C

### Special Provisions

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

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

This contract contains a provision that allows the Department 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

*[Handwritten Signature]*  
*[Handwritten Date: 7/21/17]*

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

Business ID: 65173



IN TESTIMONY WHEREOF,

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

A handwritten signature in cursive script, appearing to read "Wm 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

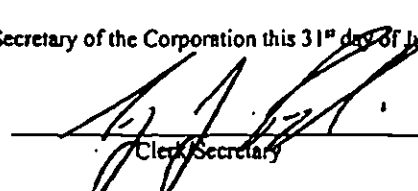
Matt Nadeau, Vice President

George Pangakis, Secretary

Tom Painchaud, Treasurer

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

(Corporate Seal if any)

  
\_\_\_\_\_  
Clerk/Secretary

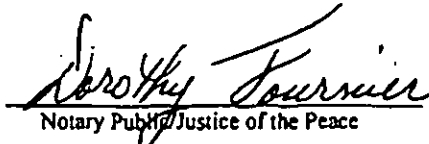
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

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: (603) 293-2791 FAX: (603) 293-1188 E-MAIL: pat@esinsurance.com ADDRESS: P INSURER A: Great American Ins Group INSURER B: Technology Insurance Co INSURER C: United State Fire Insurance INSURER D: INSURER E: INSURER F:
INSURED Second Start 17 Knight Street Concord NH 03301	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.

LINE	TYPE OF INSURANCE	ADD. INSUR. (IND. YES)	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:			12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist coverage \$ 1,000,000
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			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/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A		1/1/2017	1/1/2018	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy			12/31/2016	12/31/2017	Accident Medical Expense \$50,000

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

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

Co. A: Employee Dishonesty PAC4067426

12/31/2016 to 12/31/2017 Per occurrence \$325,000 limit, \$3,000 deductible

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

*Pat Mack*

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ACORD 25 (2014/01)

INS025 (01/01/11)

The ACORD name and logo are registered marks of ACORD

**Salary Information for Personnel**

**Second Start  
Statewide Professional Development**

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



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

**Dorothy A. Fournier**

**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:**

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

## **Education:**

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

## **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

[dgriffith@gcclaw.com](mailto:dgriffith@gcclaw.com)

President

Member since 2014

Matt Nadaeu  
Concord, NH

Associate Accountant  
Nathan Wechsler & Company  
70 Commercial Street, Suite 401  
Concord, NH 03301-5031

[mnadaeu@nathanwechsler.com](mailto:mnadaeu@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

[tpainchaud@nhd1st.com](mailto:tpainchaud@nhd1st.com)

Treasurer

Member since 2012

George Pangakis  
Concord, NH

Director of Safety and Security  
St. Paul's School  
325 Pleasant Street  
Concord, NH 03301

[gpangakis@sps.edu](mailto: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

[frank@milestoneengcon.com](mailto: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

Member since 2012

[macebron@mcsbnh.com](mailto:macebron@mcsbnh.com)

Becky Schaefer  
Weare, NH

Guidance  
Concord High School  
170 Warren St, Concord, NH  
Concord, NH 03301

Member since 2015

[rschaefer@sau8.org](mailto:rschaefer@sau8.org)

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

Member since 2016

Carolyn Mallon  
Concord, NH

Senior Nursing Subject Matter Expert  
Higher Learning Technologies  
2500 Crosspark Road, BVC Ste W145  
Coralville, IA 52241

Member since 2016

Caroline Brown  
Hopkinton, NH

Attorney  
Orr & Reno PA  
45 S. Main Street  
Concord, NH 03302-3550

[CBrown@orr-reno.com](mailto:CBrown@orr-reno.com)

Member since 2017

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

**ASSETS**

	2016	2015
<b>CURRENT ASSETS</b>		
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
<b>Total Current Assets</b>	<u>586,327</u>	<u>452,655</u>
<b>PROPERTY AND EQUIPMENT</b>		
Property and Equipment	3,261,933	2,988,405
Less Accumulated Depreciation	<u>(1,752,098)</u>	<u>(1,662,300)</u>
<b>Net Property and Equipment</b>	<u>1,509,835</u>	<u>1,326,105</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,096,162</u>	<u>\$ 1,778,760</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Current Portion of Long-Term Debt	\$ 8,925	\$ -
Accounts Payable	32,013	24,840
Accrued Expenses	189,812	184,970
Deferred Revenue	<u>12,686</u>	<u>10,474</u>
<b>Total Current Liabilities</b>	<u>243,436</u>	<u>220,284</u>
Long-Term Debt, Net of Current Portion	<u>42,337</u>	<u>-</u>
<b>TOTAL LIABILITIES</b>	<u>285,773</u>	<u>220,284</u>
<b>NET ASSETS</b>		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,687,018	1,431,066
Temporarily Restricted	<u>73,371</u>	<u>77,410</u>
<b>TOTAL NET ASSETS</b>	<u>1,810,389</u>	<u>1,558,476</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<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
<b>SUPPORT AND REVENUES</b>				
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
<b>Total Support and Revenues</b>	<b>2,936,245</b>	<b>99,700</b>	<b>3,035,945</b>	<b>2,792,719</b>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Expiration of Program Restrictions	103,739	(103,739)	-	-
<b>EXPENSES</b>				
<b>Program Services</b>				
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
<b>Total Program Services</b>	<b>2,427,565</b>	<b>-</b>	<b>2,427,565</b>	<b>2,361,775</b>
<b>Support Services</b>				
General Administrative	356,467	-	356,467	347,326
<b>Total Support Services</b>	<b>356,467</b>	<b>-</b>	<b>356,467</b>	<b>347,326</b>
<b>Total Expenses</b>	<b>2,784,032</b>	<b>-</b>	<b>2,784,032</b>	<b>2,709,101</b>
<b>CHANGES IN NET ASSETS</b>	<b>255,952</b>	<b>(4,039)</b>	<b>251,913</b>	<b>83,618</b>
<b>Net Assets, Beginning of Year</b>	<b>1,481,066</b>	<b>77,410</b>	<b>1,558,476</b>	<b>1,474,858</b>
<b>Net Assets, End of Year</b>	<b>\$ 1,737,018</b>	<b>\$ 73,371</b>	<b>\$ 1,810,389</b>	<b>\$ 1,558,476</b>

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
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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	393
Accrued Expenses	4,842	8,134
Deferred Revenues	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>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(254,485)</u>	<u>(39,061)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of Long-Term Debt	<u>-</u>	<u>(1,542)</u>
 <b>NET INCREASE IN CASH</b>	<b>82,800</b>	<b>136,148</b>
 <i>Cash, Beginning of Year</i>	<u>199,296</u>	<u>63,148</u>
 <i>Cash, End of Year</i>	<u><b>\$ 282,096</b></u>	<u><b>\$ 199,296</b></u>
 <b>Supplemental Disclosure of Cash Flow Information</b>		
Cash Paid During the Year For:		
Interest	<u>\$ 150</u>	<u>\$ 88</u>
Assets Acquired by Assumption of Debt	<u>\$ 51,262</u>	<u>\$ -</u>

The Accompanying Notes are an Integral Part of These Financial Statements

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

	<u>General &amp; Building</u>	<u>Special Education</u>	<u>T.E.T. Program</u>	<u>Alternative High School</u>	<u>Students Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Literacy</u>	<u>Welcoming Concord</u>	<u>Daycare</u>	<u>Total</u>
<b>SUPPORT AND REVENUES</b>										
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	114,834	167,183	155,510	54,326	-	-	-	774,968
Grants from Governmental Agencies	160,368	-	-	-	87,718	533,569	109,700	-	251,832	1,143,207
Grants-Private	-	-	-	-	-	-	-	42,000	-	42,000
Private Fees	-	-	-	-	-	-	-	-	948,201	948,201
Loss on Disposal of Equipment	(13,643)	-	-	-	-	-	-	-	-	(13,648)
Miscellaneous	3,878	-	-	1,232	-	11,895	-	-	20,200	37,215
<b>Total Support and Revenues</b>	<u>157,130</u>	<u>283,111</u>	<u>114,834</u>	<u>197,621</u>	<u>243,228</u>	<u>630,178</u>	<u>112,881</u>	<u>56,700</u>	<u>1,240,260</u>	<u>3,035,945</u>
<b>EXPENSES</b>										
<b>Program Services</b>										
Instruction and Student Activities	6,666	226,648	76,046	141,136	231,004	318,743	80,430	20,936	781,646	1,883,217
Staff Development and Professional Fees	560	2,950	975	2,450	1,695	166,743	692	7,379	4,793	181,259
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	20,081	6,705	-	37,837	81,582
Direct Depreciation	-	12,797	2,586	7,743	432	14,247	5,044	-	36,223	79,872
<b>Total Program Services</b>	<u>11,510</u>	<u>264,581</u>	<u>94,688</u>	<u>169,261</u>	<u>239,135</u>	<u>549,186</u>	<u>101,688</u>	<u>44,821</u>	<u>952,605</u>	<u>2,427,565</u>
<b>Support Services</b>										
General Administrative	-	41,063	15,933	25,130	31,973	80,376	14,400	6,951	140,641	356,467
<b>Total Support Services</b>	<u>-</u>	<u>41,063</u>	<u>15,933</u>	<u>25,130</u>	<u>31,973</u>	<u>80,376</u>	<u>14,400</u>	<u>6,951</u>	<u>140,641</u>	<u>356,467</u>
<b>Total Expenses</b>	<u>11,510</u>	<u>305,644</u>	<u>110,621</u>	<u>194,391</u>	<u>271,108</u>	<u>629,562</u>	<u>116,088</u>	<u>51,772</u>	<u>1,093,246</u>	<u>2,784,032</u>
Excess (Deficiency) of Support and Revenues Over Expenses	145,620	(22,533)	4,215	3,230	(27,880)	616	(3,207)	4,928	146,924	251,913
<b>Net Assets, Beginning of Year</b>	<u>994,829</u>	<u>(54,287)</u>	<u>47,334</u>	<u>526,211</u>	<u>9,151</u>	<u>110,783</u>	<u>(58,212)</u>	<u>25,443</u>	<u>447,225</u>	<u>1,358,476</u>
<b>Net Assets, End of Year</b>	<u>\$1,140,449</u>	<u>\$ (576,870)</u>	<u>\$ 51,549</u>	<u>\$ 529,441</u>	<u>\$ (18,729)</u>	<u>\$ 111,399</u>	<u>\$ (61,419)</u>	<u>\$ 30,371</u>	<u>\$ 594,149</u>	<u>\$1,810,289</u>

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

	<u>General &amp; Building</u>	<u>Special Education</u>	<u>T.E.T Program</u>	<u>Alternative / / / / / School</u>	<u>Student Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Learner</u>	<u>Precounting Center</u>	<u>Daycare</u>	<u>Total</u>
<b>SUPPORT AND REVENUES</b>										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	28,646	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	-	-	-	-	79,683	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	855,343	855,343
Miscellaneous	36,378	2,144	-	513	-	13,003	260	-	1,978	54,476
<b>Total Support and Revenue</b>	<b>41,679</b>	<b>273,462</b>	<b>145,218</b>	<b>231,348</b>	<b>218,909</b>	<b>639,037</b>	<b>109,723</b>	<b>30,000</b>	<b>1,103,343</b>	<b>2,792,719</b>
<b>EXPENSES</b>										
<b>Program Services</b>										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,532	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,197	538	867	3,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,461	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,353	2,888	7,356	986	19,373	6,992	-	33,999	80,948
Direct Depreciation	-	12,094	2,206	7,058	404	13,353	4,782	-	34,312	74,709
<b>Total Program Services</b>	<b>16,457</b>	<b>270,803</b>	<b>102,609</b>	<b>177,127</b>	<b>187,212</b>	<b>562,284</b>	<b>86,913</b>	<b>4,557</b>	<b>943,733</b>	<b>2,361,775</b>
<b>Support Services</b>										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	-	141,464	347,326
<b>Total Support Services</b>	<b>-</b>	<b>41,471</b>	<b>16,221</b>	<b>25,772</b>	<b>17,992</b>	<b>89,749</b>	<b>14,657</b>	<b>-</b>	<b>141,464</b>	<b>347,326</b>
<b>Total Expenses</b>	<b>16,457</b>	<b>312,274</b>	<b>118,830</b>	<b>202,899</b>	<b>205,204</b>	<b>652,033</b>	<b>111,570</b>	<b>4,557</b>	<b>1,085,197</b>	<b>2,709,101</b>
<b>Excess (Deficiency) of Support and Revenues Over Expenses</b>	<b>25,222</b>	<b>(38,812)</b>	<b>26,389</b>	<b>28,449</b>	<b>13,705</b>	<b>(12,996)</b>	<b>(1,847)</b>	<b>25,443</b>	<b>18,146</b>	<b>83,618</b>
<b>Net Assets, Beginning of Year</b>	<b>969,607</b>	<b>(315,475)</b>	<b>21,026</b>	<b>507,762</b>	<b>(4,514)</b>	<b>122,779</b>	<b>(56,365)</b>	<b>-</b>	<b>429,079</b>	<b>1,474,858</b>
<b>Net Assets, End of Year</b>	<b>\$ 994,829</b>	<b>\$ (154,387)</b>	<b>\$ 47,415</b>	<b>\$ 536,211</b>	<b>\$ 9,191</b>	<b>\$ 109,783</b>	<b>\$ (58,212)</b>	<b>\$ 25,443</b>	<b>\$ 447,225</b>	<b>\$1,558,476</b>

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