

98  
145



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

November 20, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to enter into a **sole source** contract with Goodwill Industries of Northern New England, Gorham, ME (vendor code 177131), in the amount of \$10,000.00, to continue to provide a Multilingual Leadership Corps member to provide services for English learners participating in the Department's Title III Program, with middle and high school students receiving priority for services, to improve academic engagement, effective upon Governor & Council approval through September 30, 2020.  
100% Federal Funds

Funds to support this request are available in the account titled Title III English Learners, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY 20</u>	<u>FY 21</u>
06-56-56-562010-25160000-102-500731 Contracts for Program Service	\$7,750.00	\$2,250.00

EXPLANATION

The Department is requesting this be a **sole source** contract due to the fact that Goodwill of Northern New England offers a unique AmeriCorps program called the Multilingual Leadership Corps. The Multilingual Leadership Corps is aligned with the goals of the NH Department of Education Title III program, to enhance programs for English Learners. This partner is the only non-profit agency to offer this type of program in New Hampshire with such a low cash match contribution option. The members perform services for the public benefit, are paid at a minimal wage, and receive an education award once successfully completing the service commitment.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
November 20, 2019  
Page 2 of 2

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

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

The NHDOE's current Multilingual Leadership Corps member, Ms. Cleora Ohar, has been working with a caseload of more than 15 English learners. She has been providing essential academic supports in reading and mathematics for non-traditional students seeking to meet high school equivalency requirements, as well as in-school youth who are acquiring English as a second or other language and are trying to meet our state's academic standards in reading, mathematics, and science. The amendment allowed her to offer services for summer programming. This contract will allow the Department to continue providing services to these at-risk students, thus supporting their academic needs and further closing achievement gaps.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:ah:emr



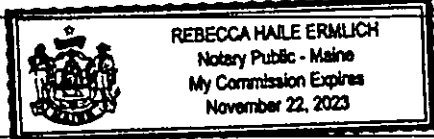

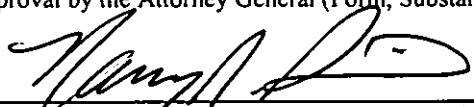
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Goodwill Industries of Northern New England		1.4 Contractor Address 34 Hutcherson Drive, Unit 1, Gorham, ME 04038	
1.5 Contractor Phone Number 207-400-6352	1.6 Account Number See Exhibit B	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Aaron Hughes, Education Consultant, Title III Program		1.10 State Agency Telephone Number 603-271-2034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sherri L. Evans, CFO	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>Nov 18, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Rebecca H. Ermlich			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
Date: <u>11-22-19</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials JE  
Date 11/18/19

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials SLE  
Date 11/10/19

**EXHIBIT A**  
**SCOPE OF SERVICES**

Goodwill Industries of Northern New England will provide the following services to the New Hampshire Department of Education for the period effective from November 7, 2019 to September 30, 2020 or upon Governor and Executive Council approval whichever is later.

The Goodwill AmeriCorps Program will provide a Multilingual Leadership Corps member to provide the following services for English Learners participating in the NH Title III Program in up to 4 school districts, with middle and high school students receiving priority for services. This member will work approximately 30-40 hours per week and complete bi-weekly work logs throughout the 2019-20 academic year and summer programming, extending services into September 2020.

The member's service plan activities may include:

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

The member's essential functions may include:

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

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

- Output: caseload of 20 students participating in services provided by the Multilingual Leadership Corp member.
- Intermediate outcome: caseload of 15 students demonstrating improved academic engagement.

(See 2019-2020 Cooperative Agreement between Goodwill Industries of Northern New England's AmeriCorps Program and New Hampshire Department of Education)

**EXHIBIT B**

**BUDGET**

(budget through September 30, 2020)

Task	FY 20	FY 21
Salary/Benefits	\$7,750.00	\$2,250.00
<b>Total</b>		<b>\$10,000.00</b>

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

**Funding Source:** Funds to support this request are available in FY 20 and anticipated to be available in FY 21, in the account titled Title III English Learners, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY 20</u>	<u>FY 21</u>
06-56-56-562010-25160000-102-500731 Contracts for Program Services	\$7,750.00	\$2,250.00

**Method of Payment:** Upon Governor & Council approval, a down payment will be made in the amount of \$1,000.00 upon the submittal of an invoice from Goodwill Industries of Northern New England. Thereafter, four payments in the amount of \$2,250.00 each, will be made upon receipt of four quarterly invoices. Please submit invoices to:

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

Contractor Initial gje  
Date 11/18/2019



**Exhibit C**

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

- a. State of New Hampshire Terms and Conditions, FORM NUMBER P-37 (version 5/8/15), pp. 1-4, General Provisions, Clause 1-24.
- b. 2019-2020 COOPERATIVE AGREEMENT BETWEEN Goodwill Industries of Northern New England's AmeriCorps Program and the New Hampshire Department of Education.

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

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

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

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

**Breach**

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

**Fraud and False Statements**

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

**Environmental Protection**

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

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

**Procurement of Recovered Materials**

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

Contractor Initials

Date

29  
11/10/19

**Exhibit E****Federal Debarment and Suspension**

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

Contractor Initials JE  
Date 11/18/19

**Exhibit F****Anti-Lobbying**

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

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

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

Contractor Initials

Date

JL  
11/18/19

**Exhibit G**

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

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

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

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

**Confidentiality**

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

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

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

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

**Ownership of Intellectual Property**

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

Contractor Initials SAC  
Date 11/18/19

CERTIFICATE OF VOTE

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

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

This includes being authorized on behalf of this Agency to enter into contracts and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

- 3. The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 18<sup>th</sup> day of November, 2019.  
(Day) (Month) (Yr) (Must be same as the contract date)

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation, this 18<sup>th</sup> day of November, 2019.  
(Day) (Month) (Yr) (Must be same as the contract date)

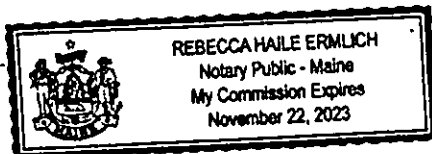
Dexter Kamilewicz  
Signature of Clerk/Secretary of Corporation

STATE OF Maine, COUNTY OF Cumberland

On November 18, 2019, the foregoing instrument was acknowledged before me. In witness whereof I hereunto set my hand and official seal.

Rebecca Haile Ermlich  
Notary Public/Justice of the Peace

My commission expires on:



## Business Information

### Business Details

---

Business Name:	GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND	Business ID:	116565
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	08/31/1987	Name in State of Incorporation:	GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND
Date of Formation in Jurisdiction:	08/31/1987		
Principal Office Address:	75 Washington Ave, Portland, ME, 04101, USA	Mailing Address:	75 Washington Ave, Portland, ME, 04101, USA
Citizenship / State of Incorporation:	Foreign/Maine		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual	Phone #:	NONE
Business Email:	bshorne@ginne.org	Fiscal Year End Date:	NONE
Notification Email:	NONE		

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / Human services to maintain a donated goods program of clothing, household items.	

Page 1 of 1, records 1 to 1 of 1

---

## Principals Information

---

<b>Name/Title</b>	<b>Business Address</b>
JUDITH STONE / President	353 CUMBERLAND AVENUE, PORTLAND, 04101, USA
DENNIS KING / Vice President	353 CUMBERLAND AVENUE, PORTLAND, 04101, USA
MATTHEW HUNTER / Vice President	353 CUMBERLAND AVENUE, PORTLAND, 04101, USA
CAROLYN KASABIAN / Treasurer	353 CUMBERLAND AVENUE, PORTLAND, 04101, USA
ELLIS RICHARD LEWIS / Secretary	353 CUMBERLAND AVENUE, PORTLAND, 04101, USA

Page 1 of 1, records 1 to 5 of 5

---

## Registered Agent Information

---

Name: C T Corporation System

Registered.Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

---

## Trade Name Information

---

<b>Business Name</b>	<b>Business ID</b>	<b>Business Status</b>
Good Clean Property Services (/online /BusinessInquire /TradeNameInformation?businessID=469341)	643432	Active
Goodwill of New Hampshire (/online /BusinessInquire /TradeNameInformation?businessID=515342)	694459	Active
WHITE MOUNTAIN GOODWILL INDUSTRIES (/online/BusinessInquire /TradeNameInformation?businessID=61266)	216723	Expired
GOODWILL NORTHERN NEW ENGLAND (/online/BusinessInquire /TradeNameInformation?businessID=642811)	814773	Active

---





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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).

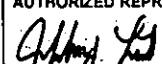
<b>PRODUCER</b> Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 774-6257	FAX (A/C, No): (207) 774-2994
	<b>E-MAIL ADDRESS:</b> info@clarkinsurance.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b>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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea. accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	[REDACTED]	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 



**Our Mission:** Goodwill Industries of Northern New England (Goodwill NNE) is a nonprofit social enterprise that creates jobs, delivers needed services for people with diverse challenges, uses environmentally friendly products and processes – all while earning revenue to pay for and expand innovative workforce services in all three states.

## Guiding for Good

Goodwill Northern New England is governed by a local, volunteer Board of Directors. Each member of the board brings a unique perspective with complementary skills, talents and experiences that help the Agency move forward. In addition to regularly scheduled board meetings, members serve on one or more committees, including: Executive, Finance, Investment, Governance, Quality Assurance, Public Policy and Sustainability.

### Maine

Maine Board Members sorted by first name.

David Damour, Member

Retired/Community Volunteer

Dexter Kamilewicz, Secretary

Retired/Community Volunteer

Gary Vogel, Member

Drummond Woodsum

Geoffrey Baur, Treasurer

IDEXX Laboratories

Mary Baumgartner, Vice Chair

Bowdoin College

Pete Groth, Member

Retired/Community Volunteer

Tiffany Breau-Metivier, Member

Unum

### New Hampshire

New Hampshire Board Members sorted by first name.

John Valpey, Member

Kelli D'Amore, Chair

Nathan & Wechsler

Lynn Stanley, LICSW, Member

National Association of Social Workers

Ned Helms, Member

Retired/Community Volunteer

Yvonne Goldsberry, Member

New Hampshire Endowment for Health

### Vermont

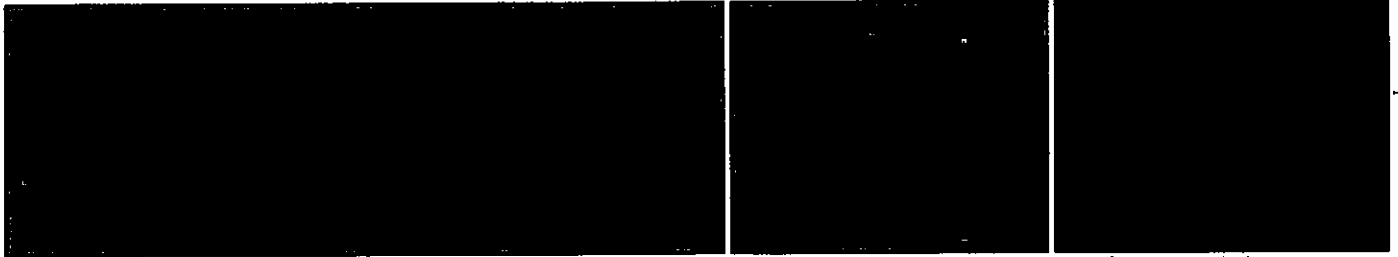
Vermont Board Members sorted by first name.

Mimi Simpson, Member

Dartmouth College

Paul Ligon, Member

Casella Waste Management



**FINANCIAL STATEMENTS**

**June 30, 2019 and 2018**

**With Independent Auditor's Report**



**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**FINANCIAL STATEMENTS**

**June 30, 2019 and 2018**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditor's Report	1 - 2
Balance Sheets	3
Statements of Activities and Changes in Net Assets	4 - 5
Statements of Functional Expenses,	6 - 7
Statements of Cash Flows	8
Notes to Financial Statements	9 - 20



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Goodwill Industries of Northern New England

We have audited the accompanying financial statements of Goodwill Industries of Northern New England (the Organization), which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goodwill Industries of Northern New England as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors  
Goodwill Industries of Northern New England

***Other Matter***

***Change in Accounting Principle***

As discussed in Note 1 to the financial statements, during the year ended June 30, 2019, the Organization adopted new accounting guidance, Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958), Presentation of Financial Statement of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
October 28, 2019

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Balance Sheets**

**June 30, 2019 and 2018**

**ASSETS**

	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 9,973,597	\$ 5,855,175
Accounts and grants receivable, net of allowance for doubtful accounts	4,004,167	3,966,251
Trustee-held funds	422,915	784,720
Inventory	5,440,680	5,126,451
Due from State of Maine	3,038	16,817
Prepaid expenses and other current assets	<u>862,338</u>	<u>690,680</u>
Total current assets	<u>20,706,735</u>	<u>16,440,094</u>
Investments	<u>8,500,086</u>	<u>6,865,305</u>
Property and equipment		
Land and land improvements	6,138,913	6,138,913
Buildings and building improvements	27,416,641	29,986,531
Leasehold improvements	5,699,799	5,429,037
Equipment	9,423,910	8,936,618
Vehicles	1,936,307	1,904,104
Construction in progress	<u>40,209</u>	<u>690,264</u>
	50,655,779	53,085,467
Less accumulated depreciation	<u>(26,233,196)</u>	<u>(24,741,141)</u>
Net property and equipment	<u>24,422,583</u>	<u>28,344,326</u>
Split-interest agreements	618,379	619,346
Cash-restricted	169,402	156,235
Other assets	<u>482,580</u>	<u>405,693</u>
Total other assets	<u>1,270,361</u>	<u>1,181,274</u>
Total assets	<u>\$ 54,899,765</u>	<u>\$ 52,830,999</u>

The accompanying notes are an integral part of these financial statements.



## LIABILITIES AND NET ASSETS

	<u>2019</u>	<u>2018</u>
<b>Current liabilities</b>		
Accounts payable	\$ 1,672,861	\$ 1,358,284
Accrued payroll and payroll taxes	2,595,337	1,783,158
Accrued compensated absences	1,115,048	1,120,952
Accrued expenses	2,322,107	2,033,672
Current portion of capital leases	98,845	129,885
Current portion of long-term debt	679,049	945,444
Deferred revenue	<u>676,091</u>	<u>604,299</u>
<b>Total current liabilities</b>	<b>9,159,338</b>	<b>7,975,694</b>
Deferred rent	2,620,608	2,600,269
Capital leases, net of current portion	16,460	90,027
Long-term debt, net of current portion	13,026,847	16,560,840
Other long-term liabilities	<u>482,580</u>	<u>422,611</u>
<b>Total liabilities</b>	<b><u>25,305,833</u></b>	<b><u>27,649,441</u></b>
<b>Net assets</b>		
Without donor restrictions	28,263,866	24,080,993
With donor restrictions	<u>1,330,066</u>	<u>1,100,565</u>
<b>Total net assets</b>	<b><u>29,593,932</u></b>	<b><u>25,181,558</u></b>
<b>Total liabilities and net assets</b>	<b><u>\$ 54,899,765</u></b>	<b><u>\$ 52,830,999</u></b>

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2019**

**(With Comparative Totals for the Year Ended June 30, 2018)**

	Without Donor Restrictions	With Donor Restrictions	Total	2018
Support and revenue				
Governmental grants	\$ 5,932,048	\$ -	\$ 5,932,048	\$ 5,815,417
Fees for service	19,080,459	-	19,080,459	19,240,843
Retail sales	47,172,590	-	47,172,590	45,415,741
Cost of goods sold	(4,730,444)	-	(4,730,444)	(4,580,817)
Industrial sales	7,826,615	-	7,826,615	7,258,027
Investment income	630,731	-	630,731	460,303
Gain on sale of property and equipment	1,573,710	-	1,573,710	134,535
Other	<u>1,051,012</u>	<u>-</u>	<u>1,051,012</u>	<u>1,281,916</u>
	<u>78,536,721</u>	<u>-</u>	<u>78,536,721</u>	<u>75,025,965</u>
Contributions				
In-kind	359,845	-	359,845	710,576
Monetary	807,925	567,338	1,375,263	957,523
United Way	78,728	-	78,728	122,852
Net assets released from restrictions	<u>336,870</u>	<u>(336,870)</u>	<u>-</u>	<u>-</u>
	<u>1,583,368</u>	<u>230,468</u>	<u>1,813,836</u>	<u>1,790,951</u>
Total support and revenue	<u>80,120,089</u>	<u>230,468</u>	<u>80,350,557</u>	<u>76,816,916</u>
Expenses				
Program services				
Workforce development	6,993,615	-	6,993,615	7,888,287
Public service	1,734,209	-	1,734,209	1,694,986
Rehabilitation	5,957,098	-	5,957,098	6,578,819
Residential	9,872,541	-	9,872,541	9,746,210
Industrial	8,512,194	-	8,512,194	7,840,541
Retail	34,834,099	-	34,834,099	33,989,116
Other	<u>1,664,559</u>	<u>-</u>	<u>1,664,559</u>	<u>2,130,280</u>
Total program expenses	<u>69,568,315</u>	<u>-</u>	<u>69,568,315</u>	<u>69,868,239</u>
Administrative and general	5,805,197	-	5,805,197	5,716,313
Fundraising	<u>563,704</u>	<u>-</u>	<u>563,704</u>	<u>413,739</u>
Total expenses	<u>75,937,216</u>	<u>-</u>	<u>75,937,216</u>	<u>75,998,291</u>
Income from operations	<u>4,182,873</u>	<u>230,468</u>	<u>4,413,341</u>	<u>818,625</u>
Non-operating				
Change in value of charitable remainder trust	-	2,894	2,894	14,235
Change in value of perpetual trust	<u>-</u>	<u>(3,861)</u>	<u>(3,861)</u>	<u>3,131</u>
Total non-operating	<u>-</u>	<u>(967)</u>	<u>(967)</u>	<u>17,366</u>
Change in net assets	4,182,873	229,501	4,412,374	835,991
Net assets, beginning of year	<u>24,080,993</u>	<u>1,100,565</u>	<u>25,181,558</u>	<u>24,345,567</u>
Net assets, end of year	<u>\$ 28,263,866</u>	<u>\$ 1,330,066</u>	<u>\$ 29,593,932</u>	<u>\$ 25,181,558</u>

The accompanying notes are an integral part of these financial statements.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Support and revenue</b>			
Governmental grants	\$ 5,815,417	\$ -	\$ 5,815,417
Fees for service	19,240,843	-	19,240,843
Retail sales	45,415,741	-	45,415,741
Cost of goods sold	(4,580,817)	-	(4,580,817)
Industrial sales	7,258,027	-	7,258,027
Investment income	460,303	-	460,303
Loss on sale of property and equipment	134,535	-	134,535
Other	<u>1,281,916</u>	-	<u>1,281,916</u>
	<u>75,025,965</u>	-	<u>75,025,965</u>
<b>Contributions</b>			
In-kind	710,576	-	710,576
Monetary	464,532	492,991	957,523
United Way	122,852	-	122,852
Net assets released from restrictions	<u>347,177</u>	<u>(347,177)</u>	<u>-</u>
	<u>1,645,137</u>	<u>145,814</u>	<u>1,790,951</u>
<b>Total support and revenue</b>	<u>76,671,102</u>	<u>145,814</u>	<u>76,816,916</u>
<b>Expenses</b>			
<b>Program services</b>			
Workforce development	7,888,287	-	7,888,287
Public service	1,694,986	-	1,694,986
Rehabilitation	6,578,819	-	6,578,819
Residential	9,746,210	-	9,746,210
Industrial	7,840,541	-	7,840,541
Retail	33,989,116	-	33,989,116
Other	<u>2,130,280</u>	-	<u>2,130,280</u>
Total program expenses	<u>69,868,239</u>	-	<u>69,868,239</u>
Administrative and general	5,716,313	-	5,716,313
Fundraising	<u>413,739</u>	-	<u>413,739</u>
<b>Total expenses</b>	<u>75,998,291</u>	-	<u>75,998,291</u>
<b>Income from operations</b>	<u>672,811</u>	<u>145,814</u>	<u>818,625</u>
<b>Non-operating</b>			
Change in value of charitable remainder trust	-	14,235	14,235
Change in value of perpetual trust	-	3,131	3,131
Total non-operating	-	<u>17,366</u>	<u>17,366</u>
<b>Change in net assets</b>	672,811	163,180	835,991
<b>Net assets, beginning of year</b>	<u>23,408,182</u>	<u>937,385</u>	<u>24,345,567</u>
<b>Net assets, end of year</b>	<u>\$ 24,080,993</u>	<u>\$ 1,100,565</u>	<u>\$ 25,181,558</u>

The accompanying notes are an integral part of these financial statements.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

Statement of Functional Expenses

Year Ended June 30, 2019  
(With Comparative Totals for the Year Ended June 30, 2018)

	Program Services							Supporting Services		2019 Total Expenses	2018	
	Workforce Development	Public Service	Rehab- ilitation	Residential	Industrial	Retail	Other	Total	Administrative and General			Fundraising
Salaries and wages	\$ 4,289,211	\$ 208,629	\$ 3,557,981	\$ 6,300,492	\$ 3,683,117	\$ 17,334,842	\$ 1,081,993	\$ 36,666,165	\$ 3,039,068	\$ 276,496	\$ 39,971,729	\$ 39,061,288
Employee benefits	364,836	27,371	311,991	527,076	308,419	1,260,964	103,223	2,923,920	309,588	42,477	3,276,985	4,608,865
Payroll taxes	428,407	20,400	343,840	648,755	291,816	1,610,365	91,556	3,435,238	242,872	18,411	3,696,521	3,813,321
<b>Total salaries and related expenses</b>	<b>5,082,504</b>	<b>256,300</b>	<b>4,213,912</b>	<b>7,476,323</b>	<b>4,483,352</b>	<b>20,226,161</b>	<b>1,276,771</b>	<b>43,016,323</b>	<b>3,591,528</b>	<b>337,384</b>	<b>46,944,235</b>	<b>47,483,474</b>
Participant fees	1,015,422	1,048,636	683	10,402	-	-	-	2,073,143	-	-	2,073,143	1,721,069
Professional fees and contract service	90,319	27,992	29,923	72,493	5,094	99,409	30,876	356,106	387,272	-	743,378	752,024
Supplies and materials	230,946	6,759	212,830	391,166	867,764	609,090	72,665	2,391,210	691,920	2,973	3,086,103	2,634,482
Communications	54,062	3,148	69,268	72,959	31,760	138,691	13,983	384,061	96,584	3,797	483,442	485,183
Postage and freight	4,272	468	6,713	237	2,092	169,386	683	183,860	14,982	2,003	200,846	150,110
Occupancy expenses	231,217	19,583	610,126	562,020	2,374,788	9,871,911	72,860	13,642,503	169,698	10,762	13,842,963	13,504,013
Equipment maintenance and rental	15,873	501	16,161	4,983	288,234	227,970	30,298	682,040	7,185	228	689,463	589,456
Printing and publications	1,671	2,530	21,476	3,391	5,930	345,220	21,096	401,313	19,602	10,972	431,887	647,142
Travel and vehicles	185,476	12,844	149,616	272,504	6,999	993,616	64,587	1,685,844	72,713	3,866	1,762,425	1,697,769
Conferences and meetings	6,128	306	1,638	1,051	-	597	6,887	16,607	16,047	2,464	34,118	33,586
Membership dues	2,335	-	5,149	1,234	-	108	338	9,164	187,648	238	196,960	202,025
Bad debt expense (recoveries)	(14,688)	-	211,270	(11,314)	(206)	-	-	185,062	-	-	185,062	233,725
Charity care and assistance to clients	-	-	24	6,069	-	-	-	6,093	-	135,029	141,122	334,083
In-kind expenses	9,117	350,728	-	-	-	-	-	359,845	-	-	359,845	710,576
Service provider tax	17,252	-	190,056	698,329	-	-	-	805,636	-	-	805,636	793,195
Miscellaneous expense	16,670	6,240	15,082	24,376	50,454	751,088	10,928	874,838	235,183	41,484	1,151,615	954,253
Depreciation	45,039	174	303,151	386,318	397,955	1,400,443	62,687	2,595,667	296,836	12,492	2,905,094	3,072,129
<b>Total expenses</b>	<b>\$ 6,993,615</b>	<b>\$ 1,734,209</b>	<b>\$ 5,957,098</b>	<b>\$ 9,872,541</b>	<b>\$ 6,612,194</b>	<b>\$ 34,834,099</b>	<b>\$ 1,664,559</b>	<b>\$ 69,565,315</b>	<b>\$ 6,805,197</b>	<b>\$ 653,704</b>	<b>\$ 75,937,216</b>	<b>\$ 75,998,291</b>

The accompanying notes are an integral part of these financial statements.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Statement of Functional Expenses**

**Year Ended June 30, 2018**

	Program Services							Supporting Services		Total Expenses	
	Workforce Development	Public Service	Rehabilitation	Residential	Industrial	Retail	Other	Total	Administrative and General		Fundraising
Salaries and wages	\$ 4,688,578	\$ 229,768	\$ 3,947,281	\$ 5,868,249	\$ 3,577,584	\$ 16,216,522	\$ 1,080,854	\$ 35,808,836	\$ 3,201,892	\$ 250,560	\$ 39,061,288
Employee benefits	581,238	36,736	484,949	708,369	364,842	1,778,163	151,894	4,105,991	466,767	38,107	4,608,665
Payroll taxes	488,234	23,431	406,489	642,213	270,648	1,605,519	96,093	3,532,627	281,893	18,601	3,813,321
<b>Total salaries and related expenses</b>	<b>5,758,050</b>	<b>289,935</b>	<b>4,838,719</b>	<b>7,218,831</b>	<b>4,213,074</b>	<b>19,600,204</b>	<b>1,328,641</b>	<b>43,247,454</b>	<b>3,930,552</b>	<b>305,468</b>	<b>47,483,474</b>
Participant fees	929,411	763,468	20,500	7,690	-	-	-	1,721,069	-	-	1,721,069
Professional fees and contract service	54,822	43,997	87,155	156,788	1,800	57,852	130,935	533,349	212,347	6,328	752,024
Supplies and materials	210,791	6,548	139,713	324,771	773,047	449,030	48,044	1,951,944	682,147	391	2,834,482
Communications	84,295	3,966	70,934	72,154	33,654	138,472	15,071	418,546	62,707	3,930	485,183
Postage and freight	5,654	538	7,667	498	3,147	111,725	566	129,995	15,250	4,855	150,110
Occupancy expenses	302,374	25,111	495,330	590,453	2,049,214	9,846,707	47,986	13,357,175	133,545	13,293	13,504,013
Equipment maintenance and rental	28,809	1,083	24,199	21,906	251,313	222,538	29,469	579,317	8,286	1,853	589,456
Printing and publications	8,108	1,739	14,152	4,911	5,590	541,607	28,840	604,947	21,660	20,515	647,142
Travel and vehicles	207,880	15,191	156,371	236,609	7,463	924,837	80,899	1,629,270	66,118	2,381	1,697,769
Conferences and meetings	12,500	-	752	715	25	2,079	9,154	25,225	6,202	2,159	33,586
Membership dues	5,628	-	5,274	330	-	381	274	11,887	190,088	50	202,025
Bad debt expense	12,058	-	164,150	46,417	10,894	206	-	233,725	-	-	233,725
Charity care and assistance to clients	-	-	179	2,441	-	-	331,463	334,083	-	-	334,083
In-kind expenses	171,214	539,362	-	-	-	-	-	710,576	-	-	710,576
Service provider tax	18,139	-	171,120	603,936	-	-	-	793,195	-	-	793,195
Miscellaneous expense	22,145	4,048	23,136	44,145	64,992	700,142	13,691	872,299	45,215	36,739	954,253
Depreciation	56,409	-	359,268	413,615	426,308	1,393,336	65,247	2,714,183	342,176	15,767	3,072,126
<b>Total expenses</b>	<b>\$ 7,888,287</b>	<b>\$ 1,694,986</b>	<b>\$ 6,578,819</b>	<b>\$ 9,746,210</b>	<b>\$ 7,840,541</b>	<b>\$ 33,969,116</b>	<b>\$ 2,130,280</b>	<b>\$ 89,898,239</b>	<b>\$ 5,716,313</b>	<b>\$ 413,739</b>	<b>\$ 75,998,291</b>

The accompanying notes are an integral part of these financial statements.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Statements of Cash Flows**

**Years Ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 4,412,374	\$ 835,991
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Bad debt expense	185,062	233,725
Depreciation and amortization	2,960,732	3,094,465
Gain on sale of property and equipment	(1,573,710)	(134,535)
Net realized and unrealized gains on investments	(432,154)	(299,890)
Unrealized (loss) gain on split-interest agreements	3,861	(17,366)
(Increase) decrease in		
Accounts and grants receivable	(222,978)	(893,714)
Inventory	(314,229)	7,127
Prepaid expenses and deposits	(171,658)	(160,434)
Due from State of Maine	13,779	23,033
Other assets	(76,887)	(84,953)
Increase (decrease) in		
Accounts payable	314,577	243,841
Accrued payroll and payroll taxes	812,179	70,101
Accrued compensated absences	(5,904)	22,407
Accrued expenses	288,435	183,921
Deferred revenue	71,792	(4,711)
Deferred rent	20,339	40,653
Other long-term liabilities	59,969	(73,108)
Net cash provided by operating activities	<u>6,345,579</u>	<u>3,086,553</u>
Cash flows from investing activities		
Purchase of property and equipment	(2,021,689)	(1,632,195)
Proceeds from sale of property and equipment	4,661,611	754,500
Decrease (increase) in trustee held funds	361,805	(22,907)
Purchases of investments	(1,286,445)	(1,672,666)
Proceeds from sale of investments	80,924	1,999,658
Net cash used by investing activities	<u>1,796,206</u>	<u>(573,610)</u>
Cash flows from financing activities		
Principal payments on long-term debt	(3,875,130)	(940,888)
Payments on capital leases	(135,066)	(115,392)
Net cash used by financing activities	<u>(4,010,196)</u>	<u>(1,056,280)</u>
Net change in cash and cash equivalents	4,131,589	1,456,663
Cash and cash equivalents, beginning of year	<u>6,011,410</u>	<u>4,554,747</u>
Cash and cash equivalents, end of year	\$ <u>10,142,999</u>	\$ <u>6,011,410</u>
Composition of cash and cash equivalents		
Cash and cash equivalents	9,973,597	5,855,175
Restricted cash	169,402	156,235
	\$ <u>10,142,999</u>	\$ <u>6,011,410</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ <u>828,134</u>	\$ <u>773,135</u>
Noncash investing and financing activities		
Acquisition of equipment under long-term leasing arrangements	\$ <u>30,459</u>	\$ <u>18,157</u>

The accompanying notes are an integral part of these financial statements.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### 1. Summary of Significant Accounting Policies

#### Nature of Organization

Goodwill Industries of Northern New England (the Organization) is a non-profit, non-sectarian organization serving the people of the states of Maine, Vermont and New Hampshire. The Organization enables persons with diverse challenges to achieve personal stability and community engagement.

#### Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classification:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of Organization management and the Board of Directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

#### Recently Adopted Accounting Pronouncement

During the year ended June 30, 2019, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures will highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The adoption of this ASU had no impact on previously reported total net assets.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### Income Taxes

The Organization is a Maine nonprofit corporation and exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (Code) whereby only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal income tax.

### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments with maturities of three months or less to be cash and cash equivalents.

The Organization maintains cash in interest-bearing bank deposit accounts, which may at times exceed federally insured limits.

### Accounts and Grants Receivable

Accounts and grants receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of the current status of individual accounts receivable. Grants receivable are considered fully collectible.

Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

### Inventory

Purchased inventory is stated at the lower of cost or market, determined by the first-in, first-out method. Donated goods inventory is stated at the lower of estimated current fair value or estimated fair value at the time of donation. Purchased goods inventory and donated goods inventory was \$1,052,761 and \$4,387,919, respectively, at June 30, 2019, and \$839,039 and \$4,287,412, respectively, at June 30, 2018.

### Investments

Investments are carried at fair value, and realized and unrealized gains and losses are reflected in the statements of activities and changes in net assets. Donated securities are recorded at their fair value on the date received from the donor.



# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### Property and Equipment

Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Depreciation is computed on the straight-line method over the estimated useful lives of the related assets, ranging from three to thirty years. Depreciation expense is recorded in unrestricted net assets and is allocated between program services and general and administrative expenses.

Estimated useful lives of the depreciable assets are as follows:

Buildings, renovations and improvements	10 - 30 years
Equipment	3 - 15 years
Vehicles	3 - 5 years

### Deferred Rent

Certain of the Organization's lease agreements provide for scheduled rent increases during the lease term, or for rental payments commencing at a date other than initial occupancy, or for certain cash lease incentives. A provision is made for the excess of the operating lease rentals, computed on a straight-line basis over the lease term, over the cash rentals paid.

### Contributions

Contributions received, including unconditional promises to give, are recognized as revenues when donor's commitments are received.

All contributions are included in net assets without donor restrictions unless specifically restricted by the donor. Amounts received that are designated for future periods or are restricted by the donor for specific purposes are reported as support that increases net assets with donor restrictions.

A donor restriction expires when a stipulated time restriction ends or when a purpose is accomplished. Upon expiration, net assets with donor restrictions are reclassified to net assets without donor restrictions and are reported in the statements of activities and changes in net assets as net assets released from restrictions.

### Support and Revenue

Governmental grants are provided to support specific programs, and are subject to various budgetary restrictions. Grants received are expended under the time stated in the guidelines of the grant agreement. Grant revenue earned but not yet received is recorded as grants receivable, and funds received but not yet earned are recorded as deferred revenue.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

Fees for service represent amounts billed to Medicaid for reimbursable services to clients. Client service revenue billed to Medicaid is subject to audit and retroactive adjustment. Estimated Medicaid cost settlements have been recorded in the year that the services were provided.

### Functional Expenses

The costs of providing various program services and other activities have been summarized on a functional basis in the statements of activities and changes in net assets and in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Those costs include salaries and related expenses, which are allocated based on estimates of time and effort, and depreciation and occupancy expenses, which are allocated based on square footage.

### Advertising

The Organization expenses the cost of advertising as incurred. Advertising expense for the years ended June 30, 2019 and 2018 was \$351,118 and \$557,498, respectively.

### Subsequent Events

For purposes of the presentation of these financial statements, the Organization has considered transactions or events occurring through October 28, 2019, which was the date that the financial statements were available to be issued.

## 2. Accounts and Grants Receivable

Accounts and grants receivable consists of the following:

	<u>2019</u>	<u>2018</u>
Brain injury services - BaySide/WestSide	\$ 2,741,292	\$ 1,970,939
Industrial sales	411,041	523,448
Fee for service - rehabilitation and SSI	761,446	1,031,201
Grants and other	<u>581,426</u>	<u>793,549</u>
	4,495,205	4,319,137
Allowance for doubtful accounts	<u>(491,038)</u>	<u>(352,886)</u>
Net accounts and grants receivable	<u>\$ 4,004,167</u>	<u>\$ 3,966,251</u>

## 3. Charitable Remainder Trust

The Organization and one other income beneficiary are each to receive 50% of the income earned annually under a charitable remainder trust agreement, with the Organization being a remainder beneficiary upon the death of the other income beneficiary. The gift is invested in perpetuity with the income to be used for the rehabilitation programs. The beneficial interest is included in split-interest agreements in the balance sheets and is reported based on the fair value of the underlying assets, \$546,779 and \$543,885 at June 30, 2019 and 2018, respectively.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### 4. Cash - Restricted

Cash - restricted consists of the following:

	<u>2019</u>	<u>2018</u>
Replacement reserve, Fern	\$ 81,288	\$ 75,624
Replacement reserve, Leeds	20,831	20,810
Replacement reserve, Thomas St.	23,521	21,485
Replacement reserve, TRC	<u>43,762</u>	<u>38,316</u>
	<u>\$ 169,402</u>	<u>\$ 156,235</u>

The Organization maintains separate reserve accounts for repairs, maintenance, and replacements as required by the long-term debt agreements with the Maine State Housing Authority.

### 5. Fair Value Measurement

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, provides a framework for measuring fair value under U.S. GAAP. FASB ASC 820 applies to all financial instruments that are being measured and reported on a fair value basis.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

**Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Notes to Financial Statements**

**June 30, 2019 and 2018**

Assets measured at fair value on a recurring basis are as follows:

<u>June 30, 2019</u>	<u>Fair Value</u>	<u>Fair Value Measurements Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments:				
Marketable equity securities	\$ 5,147,528	\$ 5,147,528	\$ -	\$ -
Government bonds	249,617	-	249,617	-
Corporate bonds	1,815,071	-	1,815,071	-
Exchange traded funds	1,167,933	1,167,933	-	-
Other assets	119,937	119,937	-	-
Total investments	<u>\$ 8,500,086</u>	<u>\$ 6,435,398</u>	<u>\$ 2,064,688</u>	<u>\$ -</u>
Split-interest agreements	<u>\$ 618,379</u>	<u>\$ -</u>	<u>\$ 618,379</u>	<u>\$ -</u>
Investments - deferred compensation:				
Mutual funds	<u>\$ 482,580</u>	<u>\$ 482,580</u>	<u>\$ -</u>	<u>\$ -</u>
<u>June 30, 2018</u>	<u>Fair Value</u>	<u>Fair Value Measurements Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments:				
Marketable equity securities	\$ 3,354,376	\$ 3,354,376	\$ -	\$ -
Government bonds	326,191	-	326,191	-
Corporate bonds	2,289,888	-	2,289,888	-
Exchange traded funds	894,850	894,850	-	-
Total investments	<u>\$ 6,865,305</u>	<u>\$ 4,249,226</u>	<u>\$ 2,616,079</u>	<u>\$ -</u>
Split-interest agreements	<u>\$ 619,346</u>	<u>\$ -</u>	<u>\$ 619,346</u>	<u>\$ -</u>
Investments - deferred compensation:				
Mutual funds	<u>\$ 405,693</u>	<u>\$ 405,693</u>	<u>\$ -</u>	<u>\$ -</u>

Level 2 measurements consist of government and corporate bonds, which are valued based on quoted prices for similar assets.

The split-interest agreements consist of a beneficial interest in a perpetual trust and a charitable remainder trust. The beneficial interest in the perpetual trust which comprise the Organization's allocable share of the Maine Community Foundation's pooled investment portfolio. That portfolio consists of primarily marketable equity securities, fixed income funds, and real asset funds, and is valued based on the value of the underlying assets. The charitable remainder trust which comprise the Organization's allocable share of the quoted market prices of the assets held in trust. That portfolio consists of primarily cash, marketable equities, and fixed income funds.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### 6. Liquidity and Availability of Financial Assets

At June 30, 2019, the Organization has working capital of \$11,547,397 and average days (based on normal expenditures) cash and cash equivalents on hand of 50.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of June 30, 2019:

Cash and cash equivalents	\$ 9,973,597
Accounts and grants receivable, net	4,004,167
Inventory	5,440,680
Investments	<u>8,500,086</u>
	<u>\$ 27,918,530</u>

The Organization's goal is generally to maintain financial assets to meet 30 days of operating expenses (approximately \$6,000,000 million).

The Organization also has a line of credit available to meet short-term needs, discussed in Note 7.

### 7. Lines of Credit

The Organization has a \$2,500,000 working capital line of credit and a \$500,000 equipment line of credit with Peoples United Bank. Both lines of credit are unsecured, have interest rates based on one-month LIBOR plus 1.35% (3.78% at June 30, 2019) and expire December 31, 2020. There were no balances outstanding on the lines of credit as of June 30, 2019 or 2018.

### 8. Long-Term Debt

Long-term debt consists of the following:

	<u>2019</u>	<u>2018</u>
Tax-exempt revenue bonds issued by Maine Health and Higher Educational Facilities Authority (MHHEFA), interest ranging from 3.50% to 5.12%, principal maturing in annual amounts ranging from \$85,000 to \$425,000, maturing between July 2031 and July 2034; collateralized by real estate and equipment.	\$ 5,737,894	\$ 9,227,647
Lessor notes payable, due in monthly installments of \$8,751, including interest at 7%, through September 2021; collateralized by real estate.	210,686	297,632

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Notes to Financial Statements**

**June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Maine State Housing Authority notes payable, due in monthly installments of \$723, including interest at 8%, through July 2027; collateralized by real estate.	51,923	56,259
Maine State Housing Authority deferred notes payable, forgivable as long as the Organization maintains the programs in accordance with agreements, amortizing through October 2033; collateralized by real estate.	237,914	242,481
U.S. Department of Agriculture, Rural Development notes payable, due in monthly installments ranging from \$811 to \$902, including interest ranging from 4.625% to 5%, maturing October 2043; collateralized by real estate.	292,098	298,293
Peoples United Bank note payable, due in monthly installments of \$33,640, including interest at one-month LIBOR plus 1.35% (3.78% at June 30, 2019), through June 2043; collateralized by real estate.	<u>7,366,667</u>	<u>7,650,000</u>
	13,897,182	17,772,312
Less current portion	679,049	945,444
Less unamortized debt issuance costs	<u>191,286</u>	<u>266,028</u>
Long-term debt, net of current portion and unamortized debt issuance costs	<u>\$ 13,026,847</u>	<u>\$ 16,560,840</u>

Future minimum principal payments of long-term debt are as follows:

2020	\$ 679,049
2021	706,499
2022	639,770
2023	638,096
2024	648,962
Thereafter	<u>10,584,806</u>
	<u>\$ 13,897,182</u>

Interest expense, including the lines of credit, for the years ended June 30, 2019 and 2018 amounted to \$744,785 and \$761,042, respectively.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### **MHHEFA**

The MHHEFA agreements require the Organization to maintain debt service funds held with the bond trustee. The Organization is required to make monthly payments to the debt service funds sufficient to enable semi-annual interest payments and annual principal payments to be made when due. These required reserves are described as trustee-held funds in the balance sheets.

The bond agreements contain various restrictive covenants limiting the Organization in the buying and selling of significant assets, incurring new significant debt, along with stipulated events of default. In addition, the Organization must also maintain certain financial ratios, the most significant of which is the maintenance of the ratio of income available for debt service to annual debt service of at least 1.15. At June 30, 2019, the Organization met the financial ratios.

There is a priority lien granted to Peoples United Bank through a \$3,000,000 collateral carve-out by MHHEFA.

During the year ended June 30, 2019, the Organization sold a building in Portland, Maine. The purchase of the building was financed by the proceeds from bond issuances related to the MHHEFA Series 2007A and 2014A Revenue Bonds. As a result of the sale, those two bonds were defeased and the transaction resulted in a gain of approximately \$1.6 million, which is included in the statement of activities and changes in net assets for the year ended June 30, 2019.

### **Peoples United Bank**

The agreement with Peoples United Bank contains financial covenants. The Organization must meet the following: debt service coverage ratio of at least 1.15, maximum leverage ratio of 2.0:1, and line of credit clearance of 30 consecutive days annually. At June 30, 2019, the Organization met these financial covenants.

### **9. Deferred Compensation Plan**

The Organization sponsors a non-qualified deferred compensation plan under Section 457 of the Code for selected employees. The Plan has a provision for a discretionary contribution by the Organization and provides for full vesting after four years of service.

Deferred compensation costs of \$482,580 and \$405,693 have been accrued through June 30, 2019 and 2018, respectively. This amount has been funded in a separate investment account established to hold all such invested amounts.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

**Notes to Financial Statements**

**June 30, 2019 and 2018**

**10. Net Assets with Donor Restrictions**

Net assets with donor restrictions consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for a specified purpose:		
Clifford Ann Grant Fund - for benefit of individuals living with an intellectual disability	\$ 97,925	\$ 90,425
Belfast area assistance - for benefit of residents of Waldo County	12,301	12,301
Independence Fund - for benefit of clients or members of the community where funding is not available	126,982	143,650
Veterans fund - for benefit of the needs of veterans	200,491	105,266
Rutland Job Connection - for benefit of Job Connection operations in Rutland, Vermont	97,001	111,716
Roosevelt Fund for Employee Sustainability - for benefit of employee sustainability	176,987	-
Other programs	<u>-</u>	<u>17,861</u>
	<u>711,687</u>	<u>481,219</u>
Endowment funds invested in perpetuity		
Investment in perpetual trust, the income from which is restricted for use for Rockland and Belfast area programs	71,600	75,461
Charitable remainder trust, the income from which is restricted for use for rehabilitation programs	<u>546,779</u>	<u>543,885</u>
	<u>618,379</u>	<u>619,346</u>
Total net assets with donor restrictions	<u>\$ 1,330,066</u>	<u>\$ 1,100,565</u>

**11. Lease Commitments**

The Organization has entered into various operating leases for the rental of stores and other facilities, housing for various programs, and for equipment. The leases provide for fixed minimum monthly rents of \$44 to \$41,014 with commitments expiring through 2035; in addition, many have provisions for additional rental payments to cover common area maintenance expenses and real estate taxes.



# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

Future minimum lease payments are as follows:

2020	\$ 6,688,600
2021	6,500,300
2022	5,988,300
2023	4,809,700
2024	3,919,400
Thereafter	<u>10,283,300</u>
	<u>\$ 38,189,600</u>

Lease expense for the years ended June 30, 2019 and 2018 amounted to \$7,030,833 and \$6,774,732, respectively.

### 12. Capital Leases

The Organization leases software, computer equipment and other equipment under capital leases. The economic substance of the transaction is that the Organization is financing the acquisition of the assets through the leases and, accordingly, they are recorded in the Organization's assets and liabilities. Depreciation of assets under capital leases is included in depreciation expense.

Assets held under capital leases included in property and equipment are as follows:

	<u>2019</u>	<u>2018</u>
Equipment, at cost	\$ 1,026,884	\$ 976,425
Less accumulated depreciation	<u>(883,133)</u>	<u>(725,958)</u>
	<u>\$ 143,751</u>	<u>\$ 250,467</u>

### 13. Tax Deferred Annuity Plan

The Organization sponsors a tax deferred annuity plan under Section 403(b) of the Code. The Plan covers substantially all employees of the Organization. The Plan has a provision for a discretionary match by the Organization. The pension expense for the years ended June 30, 2019 and 2018 was \$299,794 and \$302,773, respectively.

### 14. State and Federal Grant Programs

Under contracts and agreements with the U.S. government, the State of Maine, and private grantors, the grantors reserve the right to examine the Organization's financial statements and its compliance with laws, regulations, and agreements. The grantors also reserve the right to adjust the Organization's contracts and agreement amounts based on subsequent audits. Any adjustment proposed by the grantors not previously recorded on the financial statements will be accounted for in the period of adjustment.

# GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

## Notes to Financial Statements

June 30, 2019 and 2018

### 15. Contingencies

#### Litigation

The Organization is involved in litigation and regulatory investigations arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without material adverse effect on the Organization's future financial position or results of operations. Management also believes the Organization is adequately insured to cover any potential settlements.

#### Health Insurance

The Organization is partially self-insured with respect to healthcare coverage. This coverage is used to provide medical health benefits to its eligible employees and their eligible dependents. The stop loss provision under the Organization's insurance policy is \$95,000 per individual subscriber and approximately \$2,090,000 in the aggregate. The Organization estimates an accrual for claims incurred but not reported which is included in accrued expenses in the balance sheets.

**Goodwill Northern New England's Key Personnel for 2019-2020 contract  
with the New Hampshire Department of Education.**

**Stephen Niles, Senior AmeriCorps Programs Manager, salary, \$59,000**

**Jenifer Craven, AmeriCorps Programs Manager, salary \$47,000**

**Katie Paziienza, AmeriCorps Programs Representative, salary, \$35,000**

**Jenifer-Lyn Craven**  
**Goodwill Programs Manager**  
**50 Bridge St, Manchester, NH**  
**Jenifer.craven@goodwillnne.org**

## PROFESSIONAL EXPERIENCE

### **Goodwill Industries of Northern New England (Manchester, NH) 11/2018-11/2019** *AmeriCorps Programs Manager*

- Manage 2 AmeriCorps programs for Goodwill. This includes monitoring performance and compliance the programs, creating data collection systems and policies, internally and externally evaluating progress, managing the finances of the grants, and applying for and securing continued funding.
- Oversee, support and train AmeriCorps members that serve refugee and immigrant students, and other at-risk students across Southern New Hampshire and Southern Maine.
- Create a community and social media presence to help share opportunities for community members to serve in the Goodwill AmeriCorps programs resulting in successful recruitment.

### **RSU 14 (Windham, ME) 1/2017-6/2018**

#### *AmeriCorps Program Director*

- Successfully and individually oversaw a \$400,000+ annual Federal grant which involved monitoring performance and compliance of a 30-member program, creating data collection systems and policies, internally and externally evaluating progress, managing the finances of the grant, and applying for and securing continued funding
- Recruited, trained, and supported an average of 5 AmeriCorps host site organizations (other schools and non-profits)
- Recruited, retained, and supervised a portfolio of 30 full-time and part-time AmeriCorps Members each year, including successfully handling all HR functions: Bringing employees on payroll, as well as researching, bargaining, and enrolling individuals in health insurance benefits
- Successfully created and piloted a 20-student summer camp for low-income youth, which involved selling the program to the district; developing outreach and marketing materials; researching and creating a 5-week program which aligned with standards; ensuring all liability issues were addressed; hiring 5 staff; securing food donations; and cooking breakfast, snack, and lunch for students
- Received continuation funding for a \$400,000+ grant, which included collecting data, analyzing performance, reporting on successes/challenges, and developing strategies for the 2017-2018 funding year
- Successfully evaluated a three-year Federally-funded program, developed a new Program model, and individually wrote and received a \$200,000/year grant, guaranteeing funding for RSU 14 for the next three years
- Developed an advisory board which I met with quarterly to assist with the evaluation and trajectory of the program

### **Goodwill Industries of Northern New England (Portland, ME) 1/2010-1/2017** *AmeriCorps Program Coordinator*

- Developed and coordinated 20 trainings and service projects for 35+ Members (volunteers) and site supervisors annually, including volunteer recognition events
- Developed partnerships with local organizations to provide pro bono trainings, event spaces, and donations
- Managed Member and site supervisor use of web based program management database, as well as a funder required web based reporting system
- Successfully implemented the Essential Practices of Volunteer Management throughout 10 host site organizations, including the development of volunteer policy manuals, position descriptions, and a database to manage volunteers

- Managed data collection tools to reach determined performance measures
- Collected data and reported on a quarterly basis for two State AmeriCorps Programs
- Ensured that proper host site and member documentation was maintained, accurate and available to other staff and funders
- Assisted in the development of updated policies, procedures, and documents to maintain CNCS compliance regulations
- Successfully nominated volunteers for the Maine Governor's Service Awards, ensuring volunteer recognition and securing the top honor of National Service Member of the year for 7 volunteers over the past 8 years
- Supervised, evaluated, and provided feedback to AmeriCorps Members, conducting regular site visits and mediating conflicts □

**Maine AmeriCorps Alums** (Portland, ME) □12/2013-Present□*President*

- Support current members and over 200 Maine Alums with professional development opportunities
- Facilitate annual workshops at Blaine House Conference and the Maine AmeriCorps Conference on AmeriCorps 101 and Life After AmeriCorps
- Conduct information sessions at high schools throughout Maine on National Service
- Coordinate annual MLK Youth Program in Portland partnering with local community organizations and the NAACP Portland Chapter, securing all donations, and managing volunteers
- Recruit and manage volunteers for Collaborative for Perpetual Innovation's Maine Event
- Manage marketing initiatives for AmeriCorps Programs in Maine, including social media campaigns and photo/video projects
- Partner with the regional coordinator of Service Year in Washington DC to pilot the movement in Maine, lobbying for the expectation and opportunity for all youth to participate in a term of domestic or international service (AmeriCorps, Peace Corps, religious-affiliated programs, etc.)

**EDUCATION**

**University of Rhode Island** (Kingston, RI)

12/2007□Bachelor of Arts in Political Science □Minors in Justice, Law & Society and Psychology

□

**AWARDS**

2012 Goodwill Industries of Northern New England Employee of the Year,

Workforce□□**CERTIFICATIONS**

- Facilitation 101, UMaine Cooperative Extension
- Local Volunteer and Donations Management □

**COMPUTER SKILLS**□Proficient in Internet Explorer, MS Office, Email and Social Media; eGrants; OnCorps; familiar with video editing software □□**REFERENCES** available upon request.

## Katie Pazienza

I am a creative thinker with passions for food and education, an organized, dedicated, and responsible professional skilled at writing, teaching, leadership, and relationship-building. I speak both French and Italian at an advanced level, having studied language and culture abroad in Paris and Florence. I enjoy spending my free time in the kitchen.

### Selected Professional Experience:

**AmeriCorps Program Representative, Goodwill NNE** Jan. 2019 – Present  
Manchester, NH

- Recruit members to serve in our programs, marketing Goodwill AmeriCorps, interviewing candidates, selling them on the role, and bringing them through the onboarding process
- Supervise Outreach and Development AmeriCorps VISTA stationed in our office
- Maintain organization of the program through organized files and frequent email and phone communication
- Coordinate social media for Facebook and Instagram, including sourcing content, creating posts, and managing AmeriCorps VISTA Leader colleague
- Plan events and trainings for members, focused on topics such as national service, volunteerism, life skills, professional skills, teaching skills, and social emotional support skills
- Manage a portfolio of 30 current AmeriCorps members across Maine and New Hampshire through regular communication and site visits, supporting them through issues at host sites, with difficult client situations, and in their personal lives

**Temporary Seasonal Coordinator, Council on International Educational Exchange** Sept. 2017 – June 2018  
Portland, ME

- Interviewed 354 international students over Skype for the three-month Work & Travel program to the United States
- Performed data entry, helped to manage, and compiled rosters, hiring worksheets, and resumes for hiring events, resulting in over 3,100 students hired by visiting employer partners
- Liaised between members of the CIEE team, 70 international student agencies, and employers to problem solve on matters such as missing student information and housing
- Collaborated with international students to create and edit more than 20 posts for the CIEE Work Exchanges blog

**Goodwill AmeriCorps VISTA, Preble Street Maine Hunger Initiative** Aug. 2016 – Aug. 2017  
Portland, ME

- Collaborated with food service and administrative staff at local high-poverty schools to increase student access to food through school breakfast and ultimately improve the high rate of food insecurity in Maine
- Organized meetings and maintained relationships with a group of anti-hunger advocates
- Mentored four college-aged program interns and helped to interview, hire, and train new staff
- Led nutrition education lessons on a healthy, varied diet for elementary school students
- Promoted and administrated a statewide school breakfast challenge in March 2017 with 113 participating schools, which resulted in an overall breakfast participation increase of over 800 students
- Created a teacher training video for breakfast in the classroom and financial projections for increased breakfast participation


### Food Experience:

- Developed and wrote a recipe using seasonal ingredients for dirt Magazine (to be published fall 2019)
- Was a Libbytown Community Gardener through Portland's Cultivating Community
- Planned and instructed handmade pasta-making workshops for intimate groups of 2-8 people
- Coordinated the Portland Women for Food organization, sending out emails and scheduling potluck meetings
- Volunteered with the FoodCorps member in Portland, ME, to help lead school garden lessons
- Independently organized and executed lunch and dinner 6 days/week as a private chef for a family at their vacation house, including grocery shopping, meal planning, and cooking, for a group ranging from 6-16 people
- Cooked and served dinner once a week for approximately 100 people at a soup kitchen, managing groups of volunteers

### Education:

**Skidmore College, Saratoga Springs, NY** May 2016  
Bachelor of Arts in French Language and Literature, Minors in Education Studies and Italian; Overall GPA: 3.87  
Magna Cum Laude; Phi Beta Kappa, Pi Delta Phi (National French Honor Society), College Awards for Italian and French

**Steve Niles**  
**Senior Programs Manager**  
**Goodwill Industries of Northern New England**  
**Steve.niles@goodwillnne.org**



**Work Experience:**

**2003 – Present      Senior AmeriCorps Programs Manager.**  
**Goodwill Industries of Northern New England/Training Resource Center, Portland**

- Lead a team that created AmeriCorps programs which employed 110 AmeriCorps members/year in Maine, New Hampshire and Vermont.
- Built and maintained relationships with over 120 non-profits and public organizations, for example: the Mitchell Institute, Youthbuild Lewiston, Habitat for Humanity, Cultivating Community, Medomak Valley Land Trust, the Multilingual Multicultural Center, Fort Kent School System, Cumberland County Soil and Water District and Maine Seacoast Mission.
- Currently manage a budget of \$1,700,000 per year (\$1.1 million federal grants, \$600k local cash).
- Facilitate a team of four to eight (depending on the year) staff to operate programs.
- Manage the selection process through which agencies will receive grants of AmeriCorps members. This often includes a team of volunteers and staff to review and score.
- Present trainings to up to 30 AmeriCorps members per event.
- Appropriately handle circumstances with difficulties between members and sites.
- Ensure compliance with federal rules and regulations of AmeriCorps.
- Research community/regional needs to ensure programs are targeted.
- Write grants and support partners in their grant writing efforts.
- Build dialogue with partners including opportunities for feedback.

**1997 – 2003      Two concurrent roles: see below.**  
**Wolfe's Neck Farm Foundation, Freeport, ME**

**Director, Teach Maine AmeriCorps Program**

- Developed and administered a successful AmeriCorps program that matched and placed AmeriCorps members with 25 non-profit and public, Maine-based organizations to engage youth in community service.
- Implemented the training of 15 AmeriCorps members/year and provided supervision..
- Reported to the Maine Commission for Community Service and Wolfe's Neck Farm's Board of Directors.
- Built and maintained relationships with partner agencies through site visits and regular communications.
- Managed an annual budget of half a million dollars.

**Director, Education Programs at Wolfe's Neck Farm (while also operating Teach Maine)**

- Developed and managed innovative youth programs at Wolfe's Neck Farm including an 8-week summer day camp, a week-long "farm school program" for middle school students and year-round environmental education programs. Camp programs included: a high ropes course, service-learning, canoeing and environmental/agricultural activities.
- Served more than 4,000 people annually.
- Supervised and trained five year-round and fifteen seasonal staff; chaired an active volunteer education task force.

**1994 - 97 AmeriCorps member/leader  
Maine Conservation Corps, Augusta, ME**

- Assisted in managing the organizational aspects of the Maine Conservation Corps including: grant writing, trail project development and oversight, and identifying opportunities for partnerships with other organizations.
- Organized projects where teams of Corps Members built trails for schools and taught environmental education.
- Provided assistance with organizational development. Maine Conservation Corps engaged at-risk youth in trail and conservation work as a method of youth development and environmental education.

**Education and Professional Development**

- Antioch College, BA in The Environment and Society, 1991
- Carnegie Mellon University, Architecture, transferred to Antioch in 1989
- Certified in Volunteer Administration (CVA) 2008
- Attended federal Financial Management Institute 2013, 2009 (presenter), 2006
- Coursework at University of Southern Maine including classes in Organizational Behavior and Supervising Others. ~ 2010
- Attended annual Blaine House Conference on Volunteerism, 1996-present

**Volunteer Experience**

- Organizer of the Lyseth Elementary School Running Program. Coordinating volunteers to engage 140 diverse kids in morning running programs. 2011-2016
- Maintainer with the Maine Appalachian Trail Club. 2010-present
- Portland Trails, Volunteer Steward, Maine Avenue Nature Trail and at Lyseth Elementary School. 2007 – present
- Farm Camp, Family business. Environmental education. 2005-present
- Cultivating Community, Trustee/Board President. 2004 – 2009
- Project Learning Tree, Executive Committee Member. 2001 – 2004
- Freeport Conservation Trust (land trust), Board Member. 1998 – 2003



Program Name:  
(For Program use only)

- MLC  
 GSNH



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

**2019-2020 COOPERATIVE AGREEMENT**

**BETWEEN**

**Goodwill Industries of Northern New England's  
AmeriCorps Program  
And**

**New Hampshire Department of Education**

**I. Purpose:**

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

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

Num. of Members	Hours per week.	Value of Ed. Award	Bi-Weekly stipend	Term of service	Health Insurance
1	30-40	~\$3.59/hour	~\$550	November 7, 2019 to September 30, 2020  or  Upon Governor and Executive Council approval, whichever is later	provided

- a. AmeriCorps Member will be assigned to provide volunteer service to the Sponsor during the Member term listed above (November 7, 2019, to September 30, 2020) or upon Governor and Executive Council approval, whichever is later, for 5 days per week, serving approximately 37.5 hours per week with the Member being required to attend trainings throughout the term.
- b. The responsibilities of the Member shall be in accordance with this Cooperative Agreement and subsequent position description submitted by the Sponsor, as well as in accordance with AmeriCorps® regulations. Additional services may be performed by the Member as jointly decided by the AmeriCorps Program Manager, and the Sponsor's technical supervisor or agency contact of the Sponsor.

- c. Members may only receive pay and benefits during Goodwill's grant contract period with its funder (noted in II. a.). Members may not change their start or end dates (to ensure the grant period is respected).
- d. All services performed by the Member will be for the public benefit. In times of National Disaster, a request may be made by AmeriCorps for a temporary re-assignment of a Member to assist with disaster recovery efforts.
- e. All details of Member position(s) are outlined in attached Member position description(s). *See Exhibit A Scope of Services (NHDOE Contract P-37)*

### III. Commitment of Resources and Services:

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

- i. Member: living allowance paid to the AmeriCorps Member in equal biweekly payments over a specified number of pay periods (see chart for stipend amount). A Member will start their term on the first day of a pay period and end their term on the last day of the pay period. Goodwill AmeriCorps will also pay the employer's portion of FICA and Workers Compensation premiums.
  - 1. **No Member may begin a term of service or start receiving pay or benefits until the Goodwill AmeriCorps Program has obtained all Member enrollment paperwork, (including adjudicated background checks), Host Site Paperwork, and this signed Sponsor Agreement.**
  - 2. **All Members will be subject to Eligibility Verification submitted through CNCS. This will require submission of a social security card, photo ID, and citizenship documentation. Eligibility Verification must happen before a Member's start date. If eligibility is not verified automatically, it could delay an individual's start date for 3 days or more.**
- ii. Health insurance for the Member from the first day of their term to either the 364<sup>th</sup> day of service or the last day of the last month of the term (as long as the Member is scheduled to serve an average of 30 hours per week or more). The policy will be a group policy, and will meet the Corporation for National Service (AmeriCorps) standards for Member health coverage and is compliant with the Affordable Care Act. (Specific questions of coverage can be addressed to the Goodwill AmeriCorps staff.)
- iii. An education award to each Member who successfully completes the service commitment and required hours of service, as documented by the sponsoring agency and Goodwill AmeriCorps. This award will only be redeemable for past or future educational expenses incurred at a Title IV institution, and is paid directly to the approved lender/institution. If a Member has already served a term of service, they may receive a pro-rated amount of the education award listed in the chart.
- iv. Transportation reimbursement of 54.5 cents per mile (rate as of June 2019, will change if Goodwill rate changes) for travel to and from the Member's host site or home (whichever is closer) to attend trainings required by Goodwill AmeriCorps. Carpooling is arranged for all AmeriCorps trainings. The Member can choose not to carpool but may risk forfeiting their mileage reimbursement.
- v. Member Training: **Orientation** on the first day of service. **Initial Training** in volunteer management, networking, and program specific training. **On-going Training** on a variety of topics occurring throughout the term (training calendar attached).
- vi. Continual support for both the Member and the Sponsor as the term progresses.
  - 1. Site visits by authorized AmeriCorps personnel to ensure compliance with AmeriCorps reporting and position requirements, assistance with enforcing the

Rules of Conduct and disciplinary policy, tracking Member progress, and working with all parties involved keeping the projects moving forward.

2. Updates on Member progress regarding hours completion vii. Provide and explain all forms required for AmeriCorps reporting/Member evaluation.

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

b. The Sponsor agrees to commit to the following:

i. To designate a Site Supervisor who will work closely with the Member. Sponsor agrees to send the Supervisor to two meetings during the year. The first is a Site Supervisor Orientation prior to the Member start; and the second is a Supervisor Event during the program year. The Supervisor will attend supervisor conference calls to obtain Goodwill AmeriCorps program updates. **The Site Supervisor must be cleared by Goodwill AmeriCorps to work with vulnerable populations and the AmeriCorps Member.**

ii. To provide a qualified Site Supervisor to oversee the Member, including:

1. If a change in the Site Supervisor is required, the Sponsor must provide proof of supervisor experience/availability before the change can occur.
2. Supervisor and all individuals listed on this contract will undergo a sex offender check (conducted by AmeriCorps staff through the National Sex Offender Registry online) and the identified site supervisor(s) will receive an FBI fingerprint background check through Fieldprint and state police check(s) through Truescreen

**Program Contacts:**

Host Site Supervisor's Name (this will be the primary contact for AmeriCorps staff): Aaron Hughes

Email Address: Aaron.Hughes@doe.nh.gov

Phone: 603-271-2034

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

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

Site Supervisor's Superior: Rebecca Fredette Title: Bureau of Learner Support Administrator

Email Address: Rebecca.Fredette@doe.nh.gov Phone: 603-271-6693

Supervisor  
Initials

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

1. RAF
2. RAF
3. RAF
4. RAF
5. RAF
6. RAF

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

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

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

The Member will attain background checks and clearance prior to start of agreement (to be arranged and paid by Goodwill AmeriCorps).

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

pay may be withheld if timesheets become delinquent). Provide Goodwill AmeriCorps with completed **welcome checklist**. To provide to Goodwill AmeriCorps an **end-of-term evaluation** of the Goodwill AmeriCorps Program, and **quarterly reports** on the Member's progress toward meeting Goodwill AmeriCorps Program's objectives, as described in the RFP/application. To ensure receipt by Goodwill AmeriCorps of all **weekly timesheets** on a timely basis, by the Monday of each week for the previous week's work. To ensure receipt by Goodwill AmeriCorps of all **progress reports** on a timely basis but no later than the 5th of the month for reporting. To provide to Goodwill AmeriCorps and the Member a mid-term and end-of-term evaluation of the Member's performance. All necessary forms are located on the Goodwill AmeriCorps Member Management website for Member and supervisor access.

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

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

2. Provide proof of nonprofit status to Goodwill AmeriCorps.

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

IV. Assurances:

a. Goodwill AmeriCorps assures that:

- i. In the event the Member placed at the sponsoring agency does not complete their term of service, one of the following will occur:

1. If it is within the first 66% of the Member's weeks served, the site will be refunded a prorated share of their payment, less a \$1,200 administrative fee.

2. If it is after the first 66% of the Member's weeks, the site will not receive a refund.
- ii. Member disciplinary actions are managed fairly by Goodwill AmeriCorps, and in close communication with the sponsor organization. A sponsor organization cannot terminate a Member unilaterally. Goodwill AmeriCorps staff will manage all disciplinary actions and termination.
  1. For violating the stated rules, Goodwill AmeriCorps will do the following (except for infractions serious enough to warrant a different sequence, including where a Member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance during the term of service.):
    - a. for the Member's first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
    - b. for the Member's second offense, an appropriate Goodwill AmeriCorps official will issue a written warning and reprimand the Member;
    - c. for the Member's third offense, the Member may be suspended for one day or more without compensation;
    - d. for the fourth offense, AmeriCorps may release the Member for cause.
- iii. Goodwill AmeriCorps reserves the right to release the Member for cause if, in the opinion of the Program Manager
  1. his/her conduct undermines the effectiveness of the program or the project which he/she is assigned.
  2. he/she repeatedly or periodically demonstrates inappropriate behavior by engaging in a pattern of misconduct.
- iv. Goodwill AmeriCorps reserves the right to resolve outstanding compliance issues with the Sponsor/ Supervisor in the event that Sponsor commitments outlined in this contract are not being fulfilled. These matters will be resolved in the manner that follows:
  1. For the first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
  2. For the second offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will issue a written warning;
  3. For the third offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will contact the supervisor's superior;
  4. For the fourth offense (or no resolution regarding corrective action), the Sponsor or Supervisor may be restricted from Goodwill AmeriCorps, the Member removed from the site, and/or an administrative fee charged to the Sponsor agency.
- v. AmeriCorps staff will document all disciplinary actions and reasons for release.
- b. The Sponsor assures that:
  - i. The services to be performed by AmeriCorps Members will not result in the displacement, whole or partial, of permanent or regular seasonal employees or volunteers:
    1. **Nondisplacement.** (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation (AmeriCorps) assistance.
      - a. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
        - i. Presently employed worker;

- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- v. Employee who is on strike or who is being locked out. *See full text in the Corporation's regulations at § 2540.100*  
[http://www.americorps.gov/help/ac\\_sn\\_all/ASN\\_Megasearch\\_Site.htm](http://www.americorps.gov/help/ac_sn_all/ASN_Megasearch_Site.htm)  
 Search: SEC. 177. [42 U.S.C. 12637]

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

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

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

**V. Anticipated Payment Schedule:**

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

<b>\$ Amount</b>	<b>Federal? (check)</b>		<b>By (Enter Date)</b>	<b>\$Amount</b>	<b>Federal? (check)</b>		<b>By (Enter Date)</b>
\$ 1,000	Y (x) N	deposit	11/29/19	\$ 2,250	Y (x) N	3rd	6/26/20
\$ 2,250	Y (x) N	1st	12/27/19	\$ 2,250	Y (x) N	4th	9/25/20
\$ 2,250	Y (x) N	2nd	3/27/20				
<b>Total Cash Match Payment: \$10,000.00</b>							
<b>Best contact for information regarding financial payments: Do you prefer email <u>X</u> or mail ___ notices?</b>							
<b>Christopher Roy, Business Administrator II, Christopher.Roy@doe.nh.gov</b>							
<b>603-271-3428, 101 Pleasant Street, Concord, NH 03301</b>							

**VI. Expected Contributors of In-Kind Services:**


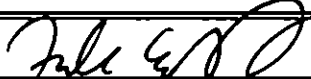
- a. We need to know the cost to your agency for an hour of time spent by the staff that will regularly supervise or assist the AmeriCorps Member. The cost to your agency for an hour should include benefits,



FICA, workers compensation and reasonable costs regularly associated with that staff person. *Please have the person in your agency most familiar with these costs complete this section and sign off that these numbers are accurate.*

Name of expected Staff persons working with the Member <i>Include any individuals providing supervision, project support, or guidance to the Member during the term of service.</i>	Cost to agency for 1 hour of that person's time
Aaron Hughes	\$61.30
I attest these numbers are an accurate representation of the cost of our staff for one hour of their time:	
<i>Signature of financial representative</i>	<i>Name, Title</i>

Figure 1

	
Sheri Evans, Chief Financial Officer	(Signature of authorized Host Site person)
Date: <u>11/18/2019</u>	Frank Edelblut, Commissioner
	(Printed Name and Title)
<u>Goodwill Industries of Northern New England</u>	<u>New Hampshire Dept. of Education</u>
	(Host Site name)
Jenifer Craven, Program Manager	Date: <u>12-3-19</u>
E-mail address: <u>Jenifer.craven@goodwillnne.org</u>	Sponsor Mailing Address:
Goodwill AmeriCorps	<u>101 Pleasant Street</u>
34 Hutcherson Drive, Unit 1	<u>Concord, NH 03301</u>
Gorham, ME 04038	