



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

June 4, 2018

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with Holy Cross Family Learning Center, Manchester, NH (Vendor code 280545), by increasing the price limitation by \$35,200.00 from \$30,000.00 to \$65,200.00, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. This contract was originally approved on September 13, 2017 (Item# 72). 30% Federal Funds, 70% State Funds.

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

		<u>FY2019</u>
06-56-56-565010-2535-072-500575	Grants – Federal	\$ 10,560.00
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 24,640.00</u>
		\$ 35,200.00

EXPLANATION

A review was completed for year one, based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the contractor to provide an Integrated English Literacy and Civics Education program as described below.

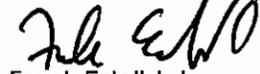
The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

His Excellency, Governor Christopher T. Sununu
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June 4, 2018
Page 2

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Holy Cross Family Learning Center, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.
2. Amend Section 1.8 by removing \$30,000.00 and adding \$35,200.00 for FY19 for a total price limitation of \$ ~~65,200.00~~
3. Remove Exhibit A (Scope of Service) and replace with Exhibit ~~A-1~~ (Scope of Service).
4. Remove Exhibit B (Budget) and replace with Exhibit ~~B-1~~ (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit ~~C-1~~ (Special Provisions).
6. All other provisions of this agreement shall remain in full force and effect.
7. This renewal option shall be effective on July 1, 2018.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 6/5/2018
Commissioner of Education Date

Holy Cross Family Lrg. Ctr.
Name of Corporation (Contractor)

By: [Signature] 5/30/18
Signature, Title Date

STATE OF NH

County of Hillsborough

On this the 30th day of May, 2018 before me, Linda Moore, the undersigned officer, personally appeared Jaket Valeri known to me (or satisfactory proof to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
Notary Public/Justice of the Peace

9/13/19
Commission Expires



Approved as to form, substance and execution by the Attorney General this 6th day of June, 2018.

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project: Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.

- Adult Education and Literacy Activities, including English language acquisition and workforce preparation
- Rights and responsibilities of citizenship
- Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline

Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served in IELCE Program:

FY19
120

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY19
Administrative	\$16,000.00
Teaching Staff	16,000.00
Indirect Costs	3,200.00
Totals	\$35,200.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$35,200.00.
2. The total of the approved budget shall not exceed \$35,200.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.

11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$35,200.00.

Method of Payment:

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

Funding Source

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

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 10,560.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$ 24,640.00</u>
	\$ 35,200.00

EXHIBIT C-1

Special Provisions

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

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

State of New Hampshire

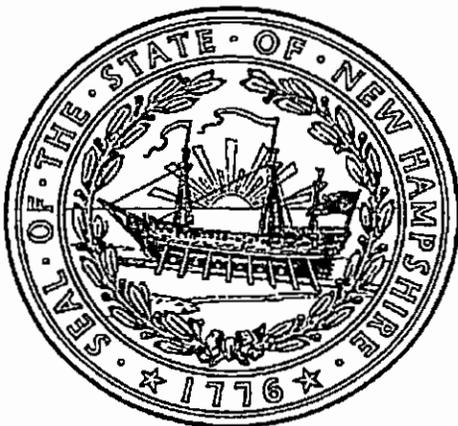
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 671469

Certificate Number: 0004104323



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that:

1. I maintain and have custody of an am familiar with the seal and minute books of the corporation;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following (is a) (are) true and complete cop(y)(ies) of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board on 5/30/18, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked.

That: Holy Cross Family Learning Center Board of Directors has named Janet C. Valeri as having authority to sign a contract with the NH Department of Education.

4. The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 30, 2018.

5. The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and

6. The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President
 Janet C. Valeri, Interim Executive Director
 N/A, Vice President
 Sean Doherty, Secretary
 Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, May 30, 2018.

(Corporate Seal if any)



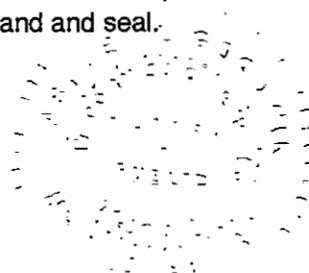
 Clerk/Secretary

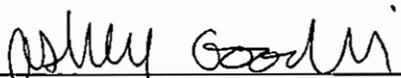
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before as authorized officer below)

State of New Hampshire
County of Hillsborough

On 5/30/18, 2018 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge the he executed the foregoing certificate.

In witness whereof I hereunto set my hand and seal.





 Notary Public/Justice of the Peace

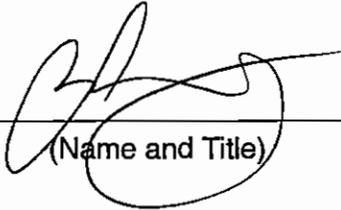
Corporate Resolution

I, Sean Doherty hereby certify that I am duly elected ~~Clerk~~/Secretary of Holy Cross Family Learning Center. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on 5/30/18 at which a quorum of the Directors were present and voting.

VOTED: That Janet C. Valeri, Interim Executive Director, is duly authorized to enter into contracts or agreements on behalf of Holy Cross Family Learning Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/30/18

ATTEST:  Secretary
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2018

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC. 375 Woodcliff Drive, Suite 2 Fairport, NY 14450	CONTACT NAME		
	PHONE (A/C No, Ext):	FAX (A/C No):	
EMAIL ADDRESS:			
INSURED Holy Cross Family Learning Center 438 Dubuque Street Manchester, NH 03102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mount Vernon Fire Insurance Company		26522
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X			06/05/2018	06/05/2019	EACH OCCURENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS-COMP/OP AGG Included
							\$
	AUTOMOBILIE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A					W/C STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$
A	Non Profit Directors & Officers	X			06/05/2018	06/05/2019	D&O Ea. Claim \$1,000,000
							EPL Ea. Claim \$1,000,000
							D&O/EPL Shared Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

State of New Hampshire Department of Education is an additional insured per CG 20 26 04 13

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Education 101 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Thomas P. Menezy</i>

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Frank Edelblut
Commissioner



Paul Leather
Deputy Commissioner

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

August 24, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$ 222,277.07 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 30% Federal Funds, 70% State Funds.

	<u>Vendor Code</u>	<u>FY2018</u>
Holy Cross Family Learning Center	280545	\$30,000.00
Hillsborough County Dept of Corrections	177406	\$31,966.07
North Country Education Services (Coos Cty ALS)	154707	<u>\$160,311.00</u>
	TOTAL:	\$222,277.07

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

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 66,683.10
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 155,593.97</u>
		\$ 222,277.07

EXPLANATION

Approval of this request will allow the three (3) contractors to provide one of the following adult education and literacy programs: Adult Basic Education, Adult Learner Services, and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move

students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

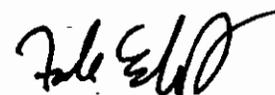
The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Funds were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A

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

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

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

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

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

- **Responsiveness to Regional Needs:** How well does the proposed program meet the educational, economic, and social/cultural needs of the local region?
- **Serving the Most in Need:** How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- **Service Delivery Format and Schedules:** How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- **Proposed Curricula and Contextualized Instruction:** How well does the proposed program provide curricula designed to meet the needs of the participants, especially through contextualized instruction?
- **Alignment with the State Workforce Plan:** How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- **Intensity, Quality and Best Practices:** How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- **Integration of Technology Services and Digital Systems:** How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- **Meeting Program Outcomes:** How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- **Reporting:** How well does the proposed program collect, store, enter, and analyze students and program data?
- **Implementation Timeline:** Will the proposed program be positioned to start by September 15, 2017?
- **Budget and Budget Narrative:** How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
Composite Technical Score	Eligible Provider with Demonstrated Effectiveness	200
	Operational Capacity	100
	Total Composite Technical Score (Minimum 150)	300
Program Design	Responsiveness to Regional Needs	50
	Serving the Most in Need	100
	Service Delivery Format and Schedules	75
	Proposed Curricula and Contextualized Instruction	50
	State Workforce Board Alignment	75
	Intensity, Quality and Best Practices of Program	100
	Integration of Technology Services and Digital Systems	50
	Meeting Program Outcomes	50
	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	TOTAL SCORE (Minimum of 500)	1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS		ABE	ESL	ALS
Belknap	1	1		Hillsborough	2	3	3
Carroll			1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos			1	Strafford	1	1	1
Grafton			3	Sullivan	1	*	

* Due to low numbers, ESL services are provided under the ABE grant.

Attachment B

Evaluation Scoring and Funding Recommendations

Key

- The 3 digit number is the Average Evaluation Score for the application
- NRF means Not Recommended for Funding
- A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack		908		900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682			\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough					700	\$ 30,000.00
International Institute of New England	Hillsborough		948		950	935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750		956	\$ 827,870.45
North Country Education Services	Coos			640			\$ 160,331.89
Second Start	Merrimack	857	940	788			\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880				\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough		793	738			\$ 243,336.47
						TOTAL	\$2,983,296.58

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Approved Amount
Hillsborough County House of Corrections	Hillsborough	692					\$ 31,966.07
TOTAL							\$ 31,966.07

School Districts Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Approved Amount
Claremont (SAU 6)	Sullivan	817					\$ 101,211.00
Derry (SAU 10)	Rockingham	766	802	829			\$ 134,718.77
Dover (SAU 11)	Rockingham	951	947	897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665					\$ 32,037.53
Governor Wentworth (SAU 49)	Carroll			606			\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	797	772	753	\$ 161,265.67
Laconia (SAU 30)	Belknap	623	545	NRF			\$ 45,749.00

Lebanon (SAU 88)	Grafton			641			\$ 84,025.07	
Littleton (SAU 35)	Grafton			567			\$ 160,331.89	
Plymouth (SAU 48)	Grafton			677			\$ 20,952.00	
Salem (SAU 57)	Rockingham	757	773			NRF	\$ 103,439.18	
							TOTAL	\$ 1,902,334.70

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Holy Cross Family Learning Center		1.4 Contractor Address 438 Dubuque Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-622-9250	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature <i>jacqueline R. Verville, csc, Ed.D.</i>		1.12 Name and Title of Contractor Signatory <i>J. Verville, csc, Ed.D. Executive Director / CEO</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>8/24/17</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Linda Moore</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Linda Moore, Notary</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <i>8-30-17</i>		1.15 Name and Title of State Agency Signatory <i>FRANK EDELUW, Commissioner of Education</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Van B. McIntyre</i> On: <i>8/31/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project Description

Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.

- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in IELCE Program:

FY18
105

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY18
Administrative	\$ 14,000.00
Teaching Staff	16,000.00
Totals	\$ 30,000.00

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$30,000.00.
2. The total of the approved budget shall not exceed \$30,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$30,000.00.

Method of Payment:

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

Funding Source

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

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 9,000.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$ 21,000.00</u>
	\$ 30,000.00

EXHIBIT C

Special Provisions

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

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

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

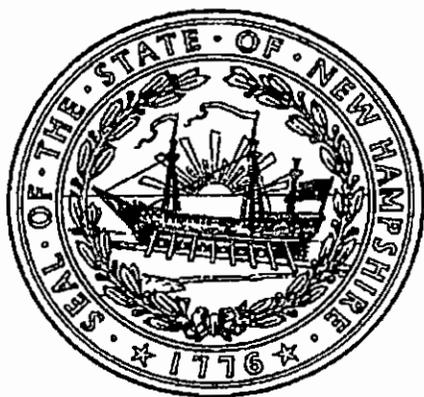
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 671469



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 4/5/17, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

THAT: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked.

THAT: Holy Cross Family Learning Center Board of Directors has named Sister Jacqueline R. Verville as having authority to sign a contract with the NH Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on _____, 20____.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President

Sr. Jacqueline R. Verville, CEO & Executive Director

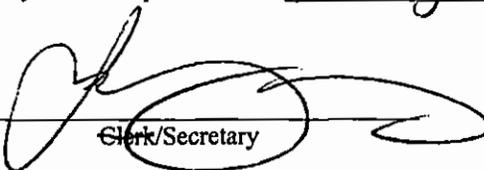
___N/A___ Vice President

Sean Doherty, Secretary

Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, 24th August 2017.

(Corporate Seal if any)


Clerk/Secretary

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On 8/24, 2017 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

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




Notary Public/Justice of the Peace

Corporate Resolution

I, Judi L. Window hereby certify that I am duly elected Clerk/Secretary of Holy Cross Family Learning Center hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on April 5, 2017 at which a quorum of the Directors were present and voting.

VOTED: That Sister Jacqueline Verville is duly authorized to enter into contracts or agreements on behalf of Holy Cross Family Learning Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 8, 2017

ATTEST: Judi L. Window
(Name & Title) Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2017

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

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

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743	CONTACT NAME: PHONE (A/C No, Ext): 631-423-9500 FAX (A/C No): 631-424-3610 E-MAIL: info@wrs1928.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Sisters of Holy Cross 377 Island Pond Road Manchester NH 03109	INSURER A: Lloyds of London - AA1122000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1756140671 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		17W1481	6/1/2017	6/1/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		17XS103	6/1/2017	6/1/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE	\$1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

PROOF ONLY.

Holy Cross Family Learning Center

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

BOARD OF DIRECTORS
HOLY CROSS FAMILY LEARNING CENTER
438 Dubuque Street
Manchester, NH 03102

Katharine Balukas, Treasurer
Senior Auditor BerryDunn
151 Crowley Road
Candia, NH 03034
kbalukas@berrydunn.com
603-518-2648

Elinor Murphy
Educational Consultant
752 Straw Hill Road
Manchester, NH 03104
603-785-3711
elinormurphy2@gmail.com
603-785-3711

Jeanne Boucher, CSC
Payment Processing Coordinator
Southern NH University
2238 Elm Street
Manchester, NH 03104
boucher38@comcast.net
603-622-6918

Jacqueline R. Verville, CSC
Executive Director
Bedford Hills Apts.
15 Cooper Lane Unit 108
Bedford, NH 03110
jrv2871@gmail.com
603-622-9250

Bianka Beaudoin
Community Manager
American Cancer Society
24 Blucher Street
Manchester, NH 03102
bianka17@comcast.net
603-557-7419

Sylvia Von Aulock
Deputy Executive Director
Southern NH Planning Commission
40 Elm Street
Newmarket, NH 03857
svonaulock@snhpc.org
603-669-4664

Eva Castillo-Turgeon
Organizer
Alliance for Immigrants & Refugees
733 Bryant Street
Manchester, NH 03109
ecastillo@miracoalition.org
603-661-2873

Judi Window, Chair
Community Outreach
St. Mary's Bank
676 Clay Street
Manchester, NH 03103
jwindow@stmarysbank.com
603-629-1538

Sean Doherty, Secretary
Finance Manager / Oracle
282 Pulpit Road
Bedford, NH 03110
sdoherty@dyn.com
603-289-7277

Directors serve without compensation.

Salary Information for Personnel

Holy Cross Family Literacy Center
Project: IELCE

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director - School Year	Sister Jacqueline Verville	24	36	\$25.00	\$21,600.00
2	Administrative Ass't	Diane Dupere	20	36	\$20.00	\$14,400.00
3	Test administrator	Shea Hortman	20	36	\$15.00	\$10,800.00
					Administrative TOTAL	\$46,800.00

Teaching Staff						
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Interpreter	Chura Mani Acharya	20	36	\$15.00	\$10,800.00
2	Computer Technology	To be Hired	10	36	\$20.00	\$7,200.00
					Teacher TOTAL	\$ 18,000.00

Jacqueline R. Verville CSC

EDUCATION

May 1985, Doctor of Education, concentration in Reading and Learning Disabilities, Boston University, Boston, MA. Major: Reading Education, K-16 Concentration.

May 1974, Master of Education, K-12, Rivier College, Nashua, New Hampshire.

May 1970, Bachelor of Arts, Major: Education and Business, K-12, Minor, Mathematics, Notre Dame College, Manchester, New Hampshire.

PROFESSIONAL LICENSES

NH State Certification, Reading Supervisor and Business Education, K-12, Life Certificate.
MaAState Certification, Reading Consultant, K-16; Consulting Teacher of Reading, K-16 and Learning Disabilities.

PROFESSIONAL EMPLOYMENT EXPERIENCE

August 2000 to present:

- Called forth Planning Committee to begin preparations for Learning Center: October 2, 2009 to October 2010.
- Met monthly with Planning Committee, met with individuals, wrote grants, and visited sites.
- Taught ESL at West High School, English for New Americans, taught second graders at St. Catherine School, taught third and first graders at St. Benedict Academy, taught a group of immigrants at the West Side Library twice a week.
- October 4, 2010. Doors to Holy Cross Family Learning Center were opened to forty-five refugees.
- During 2015-2016, 132 refugees from thirty-two ethnicities were taught English, Civics, Computer Skills and sewing alterations were performed for the community-at-large on Manchester's West Side.

August 1998 to 2009

- Director of Reading and Title I Project Manager, Pre-K to 8, Alton Central School, Alton, New Hampshire.
- Supervisor of Language Arts, K-12, Littleton, New Hampshire, SAU #35, Title I Project Manager to five school districts: Profile Junior / Senior High School, Lafayette Regional, Bethlehem Elementary, Lisbon Regional and Littleton.
- Grant Writer.
- Workshop Presenter.

Diane Y. Dupere. CSC

EDUCATION

M. Ed. Counseling and Psychotherapy, Notre Dame College, Manchester, New Hampshire. May 1993.

Graduate Courses in Scripture Studies, Providence College, Providence, Rhode Island. 1973-1975

B. A. Business, Notre Dame College, Manchester, New Hampshire. 1970.

EMPLOYMENT EXPERIENCE

Administrative Assistant, Holy Cross Family Learning Center, Manchester, New Hampshire, October 2010 - present.

- Manages all office proceedings such as reports, budgets, mail, and all calls.
- Triaged calls and in-person office drop-ins for Executive Director.
- Creates efficient systems for office management/files and grants.
- Coordinates any and all business regarding teachers, teacher assistants.
- Prepares all CDBG reports, and all other responsibilities given by the executive director.

Administrative Assistant (temporary), St. Benedict Academy – Elementary School, Manchester, New Hampshire, January 2008 – April 2008.

Administrative Assistant, Office of Admissions/Operations, saint Anselm College, Manchester, New Hampshire, October 2003 – September 2008.

Administrative Assistant to the Office of the President, Notre Dame College, Manchester, New Hampshire, May 2002 – June 2003.

Administrative Assistant to Vice President for Student Development, Notre Dame College, Manchester, New Hampshire, October 2000 – May 2002.

Director of Family Services & Case Manager, Marguerite's Place – Transitional Housing for Women and Children, Nashua, New Hampshire, 1998 – October 2000.

Case Manager, Marguerite's Place – Transitional Housing Program for Women and Children, Nashua, New Hampshire. August 1994 – 1998.

Administrative Assistant to Leadership Personnel in Regional services and Director of Communications, Sisters of Holy Cross, Pittsfield, New Hampshire, 1974 – 1990; Manchester, New Hampshire, 1990 – 1994.

E. Shea Hortman

Skills

Teaching Adult ESL classes – all levels
Advanced spoken Spanish, High Intermediate written Spanish
Managing and Supporting Staff
Microsoft Word, Excel, and Outlook

Experience

2001 – 2014: York County Literacy Council, York, Pennsylvania

2005 – 2014: English as a Second Language (ESL) Program Coordinator

Oversee all areas of non-profit agency's ESL program serving over 600 adults per year, including managing (hiring, evaluating, supporting) a staff of eight ESL instructors teaching four levels of ESL AM and PM classes.

Collaborate with local public schools to offer ESL classes for parents.

Conduct enrollment and testing process in Spanish for Spanish-speaking clients.

Field all phone calls from Spanish-speaking clients.

Write newsletter, annual report articles.

Work with volunteers in the office and classroom.

2011 – 2013: Literacy in the Workplace Coordinator

Establish and oversee customized workplace programs to teach local manufacturing company employees the English needed to properly execute procedures and reporting duties of their jobs and to understand safety and FMLA policies.

Establish and oversee community GED programs.

2011 - 2013: Adult Program Manager

Oversee both the English as a Second Language and Adult Basic Education programs, which together serve over 900 students per year.

2001 – 2011: ESL Instructor

Prepare lesson plans and activities, including curriculum development and new material creation, to help non-native English learners from diverse cultures acquire skills necessary for daily life, workplace, civics, and understanding American culture and the English language with an emphasis on health, financial, and workplace literacy skills.

1989 – 2001: Associated Wholesalers, Inc., York, Pennsylvania

Computer Programmer, Senior Computer Programmer, Project Manager

Write code, maintain procurement system software and manage a team of four programmers.

Education

TESOL (Teaching English as a Second Language) Certificate, 2001

YWAM TESOL Program, Lebanon, Pennsylvania

Bachelor of Science in Computer Information Systems, 1995

York College of Pennsylvania, York, Pennsylvania

Office of the New Hampshire Attorney General Charitable Trusts Unit
33 Capitol Street, Concord, NH 03301-6397

DON'T FORGET TO ATTACH:
Appendix, Filing fee, Board List
One of the following: NHCT-2A, 990, 990-EZ, or 990-PF

ANNUAL FILING FEE: \$75.00
Make check payable to
State of New Hampshire

ANNUAL REPORT CERTIFICATE

Holy Cross Family Learning Center
Organization Name
Katharine Balukas
In Care of
483 Dubuque Street Manchester, NH 03102
Address
City

June 30, 2016
Fiscal Year End
671469
State Registration #
State Zip

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete.

Katharine Balukas
Signature of

PRESIDENT, TREASURER OR TRUSTEE

11/15/2016
Date

KATHARINE BALUKAS
(Print or Type) Name of Officer/Trustee

Treasurer
Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signator.)

STATE OF

COUNTY OF

On this the 15 day of November, 2016, before me personally appeared the above named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission Expires



Notary Public

**OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street
Concord, NH 03301-6397**

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year _____
and ending June 30, 2016

or fiscal year beginning July 1, 2015
Registration number 10446

NAME OF ORGANIZATION: Holy Cross Family Learning Center
ADDRESS: 483 Dubuque Street Manchester, NH 03102
Please make name/address corrections here:

A) Employer or Federal ID Number: 45-4495234
D) Tax exempt under section 501 (c) (3) : check here if application for exemption is pending ()
G) Group return filed for affiliates? Yes _____ No X _____
Separate return filed by group affiliate? Yes _____ No X _____

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

1) Contributions, gifts, grants	\$ 25,094
2) Program service revenue (see part V).....	_____
3) Membership dues and assessments.....	_____
4) Interest on savings and cash investments.....	_____
5) Dividends and interest from securities.....	_____
9) Special fundraising events and activities (Attach schedule ¹)	
a) Gross revenue.....	\$ 19,065
b) Minus: direct expenses.....	(230)
c) Net income (line 9a minus line 9b).....	18,835
11) Other revenue (see part V).....	_____
12) Total revenue (add lines 1,2,3,4,5,9(c) and 11.....	43,929

Expenses

13) Program services (program service charities only) (see Part III).....	34,534
14) Management and general (see line 44).....	23,277
17) Total expenses (add lines 13 and 14).....	57,811
Fund Balances <u>Lines 18 Through 21 Must Be Completed</u>	
18) Excess (deficit) for the year (line 12 minus line 17).....	(13,882)
19) Fund balances or net worth at the <u>beginning</u> of the year..(see line 75).....	78,406
20) Other changes in net assets or fund balance.....	_____

(ATTACH EXPLANATION)

21) Fund balances or net worth at end of year (add lines 18 and 19)(see also line 75) 64,524

¹ Any organization which engages the services of a professional fund-raiser (paid solicitor, fund raising counsel, etc.) is required to provide the the name and address of the professional fund-raiser as well as detailed information regarding monies raised, fees paid, etc. This information may be submitted as an attached schedule on plain paper. Any organization which sponsors Bingo Games, or sells Lucky 7 tickets or conducts its own events is required to provide detailed information as to the gross amount of revenue received from the games or events, a breakdown of all expenses related to the operation of the function, and the net amount received by the charitable organization.

Organization Name: Holy Cross Family Learning Center

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE).....	_____
23) Specific assistance to individuals.....	_____
24) Benefits paid to or for members.....	_____
25) Compensation of officers, directors, etc.....	_____
26) Other salaries and wages.....	_____
27) Pension plan contributions.....	_____
28) Other employee benefits.....	_____
29) Payroll taxes.....	_____
30) Professional fundraising fees.....	_____
31) Accounting fees.....	_____
32) Legal fees.....	_____
33) Supplies.....	606
34) Telephone.....	1,048
35) Postage and shipping.....	_____
36) Occupancy.....	20,244
37) Equipment rental and maintenance.....	25
38) Printing and publications.....	_____
39) Travel.....	_____
40) Conferences, conventions, meetings.....	_____
41) Interest.....	_____
42) Depreciation (attach schedule).....	_____
43) Other expenses (itemized):	
a) Donations.....	185
b) Miscellaneous.....	1,169
c).....	_____
d).....	_____
e).....	_____
44) Total functional expenses (enter on line 14).....	23,277

Organization Name: Holy Cross Family Learning Center

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) <u>English</u> _____ _____	\$ <u>19,883</u>
b) <u>Workforce development</u> _____ _____	\$ <u>14,651</u>
c) _____ _____ _____	\$ _____
TOTAL - MUST EQUAL LINE 13	\$ <u>34,534</u>

Organization Name: Holy Cross Family Learning Center

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	78,406	62,724
46) Savings and cash investments	_____	_____
47) Accounts receivable	_____	_____
48) Pledges receivable	_____	_____
49) Grants receivable	_____	_____
50) Receivables due from Officers, Directors, etc.	_____	_____
51) Other notes and loans receivable	_____	_____
52) Inventories for sale or use	_____	_____
53) Prepaid	_____	1,800
54) Investments - securities	_____	_____
55) Investments - real estate	_____	_____
56) Investments - other	_____	_____
58) Other assets	_____	_____
59) Total assets (add lines 45 through 58)	<u>78,406</u>	<u>64,524</u>
Liabilities		
60) Accounts payable	_____	_____
61) Grants payable	_____	_____
63) Loans from officers, directors, etc.	_____	_____
64) Mortgages/notes payable	_____	_____
65) Other liabilities	_____	_____
66) Total liabilities (add lines 60 through 65)	<u>0</u>	<u>0</u>
Fund Balances or Net Worth Line 75 Must Be Completed		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>78,406</u>	<u>64,524</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

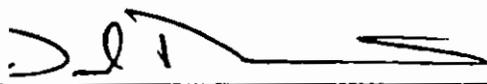
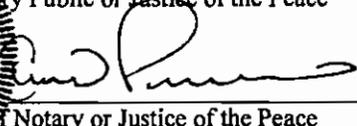
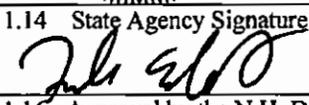
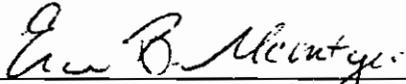
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name Hillsborough County Department of Corrections		1.4 Contractor Address 445 Willow Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-627-5620	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$31,966.07
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Dionne, Superintendent DOC	
1.13 Acknowledgement: State of NH, County of Hillsborough On 8/16/2017, 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  			
1.13.2 Name and Title of Notary or Justice of the Peace CHAD D. PINCIANO JUSTICE OF THE PEACE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: 8-30-17 FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
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: 8/31/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Descriptions

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

FY18
20

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Teaching Staff	\$29,229.97
Teacher Benefits	2,236.10
Supplies	500.00
Totals	\$31,966.07

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$31,966.07.
2. The total of the approved budget shall not exceed \$31,966.07 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$31,966.07

Method of Payment:

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

Funding Source

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

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$ 9,589.83
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$22,376.24</u>
	<u>\$31,966.07</u>

EXHIBIT C

Special Provisions

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

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

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

Certificate of Authority

I, Paul G. Bergeron Clerk of Hillsborough County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on August 16 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named Superintendent David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on AUGUST 16, 2017.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Toni Pappas Chairman
Robert Rowe Vice Chairman
Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the County this 16th day of AUGUST, 2017.

(Corporate Seal if any)


 Clerk/Secretary

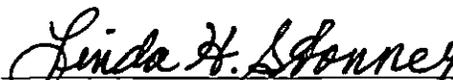
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On August 16, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Comm. Paul Bergeron executed the foregoing certificate.

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


 Notary Public/Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence \$ 5,000,000
			General Aggregate \$ 5,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory
			Each Accident \$2,000,000
			Disease — Each Employee \$2,000,000
			Disease — Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tanner Denver</i> Date: 5/26/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301			

HILLSBOROUGH COUNTY DEPARTMENT OF CORRECTIONS

445 Willow Street

Manchester, New Hampshire 03103-6216

Telephone (603) 627-5620 Facsimile (603) 627-5618

www.hillsboroughcountydoc.org

David M. Dionne, CLS
Superintendent

Captain Gifford F.J. Hiscoe, CJM
Security

Captain Willie Scurry
Programs

HILLSBOROUGH COUNTY BOARD OF COMMISSIONERS

Toni Pappas, Chair
District #1

Robert Rowe, Vice-Chair
District #3

Paul G. Bergeron, Clerk
District #2

Directors/Commissioners Serve Without Compensation.



Serving The Communities Of: Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Frankestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Pelham, Peterborough, Sharon, Temple, Weare, Wilton, Windsor.

Salary Information for Key Personnel

Hillsborough County House of Corrections
Project: ABE

	Teaching Staff					
	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	ABE Teacher	Laurielee Roy	29	49	\$20.57	\$29,229.97
					Teacher TOTAL	\$29,229.97

Laurielee M. Woodlock Roy

RECEIVED

AUG 05 2015

HILLSBOROUGH COUNTY
HUMAN RESOURCES

Objective: To work with people in a progressive and culturally diverse organization that supports positive programs and allows me to use my training and experience in elementary/special education and case management to pursue my passion in education and equality.

Education: MA (Elementary Education), Southern New Hampshire University, 2005
MA (General Special Education), Southern New Hampshire University, 2005
BA (Criminal Justice), Hesser College, 1998

Certification: NH Certification in Elementary and Special Education, 2005.

Teaching Experience:

Long term substitute

Fairgrounds Middle School, December 2014-March 2015

Nashua, NH

Long term social studies and language arts teacher in the 6th grade. I was responsible for lesson planning daily for each level class, honors, extensions, and foundations. Also responsible for lesson planning for reading and writing for children who struggle in the areas of reading and writing.

Long term substitute

Fairgrounds Middle School, October 2013-June 2014

Nashua, NH

Continuing substitute: worked with students with educational disabilities, with a focus on children identified with an emotional disturbance. I had five tutorials and case managed twelve students.

Tutor

Manchester School District, September 2012- June 2013

Manchester, NH

Provide 1:1 Tutoring services for a child with an auto-immune disorder which prevents the child from attending public school. Delivered content in language arts, math, biology, and health at the high school level.

Tutor

Manchester School District, December 2011-August 2012

Manchester, NH

Provided 1:1 services to a high school student identified with TBI and Autism. I created lesson plans and delivered lessons to and from West High School.

RECEIVED

AUG 05 2015

Adjunct Faculty
Hesser College, 2008 -2007

HILLSBOROUGH COUNTY
HUMAN RESOURCES

Manchester, NH

Introduce college students to discipline of Criminal Justice including teaching criminal law, procedures and policies; grading exams and papers, and developing website materials to supplement reading assignments.

Teacher and Case Manager

Corrections Special School, State Prison for Men, 2008-2006

Concord, NH

Case Manage and Develop IEP's for incarcerated men 21 years and younger, particularly those with special needs and disabilities as well as teach remedial content areas within the Education Department in the State Prison for Men.

Substitute Teacher

Manchester School District, 2001-2000

Manchester, NH

Provided instruction and followed lesson plans of absent teacher. Experienced in all grade levels from nursery to high school in sped and non-spud programs as well as experienced in teaching students in vocational programs.

Student Teacher

Webster Elementary School, 2004

Manchester, NH

Student Teacher in Grade One, where I developed general lesson plans in alignment with state Grade Level Expectations as well as prepared lesson plans for children with disabilities in accordance with his/her Individual Education Plan. Assessed and graded students work and made modifications to work as required by children identified with disabilities.

Student Teacher

Green Acres Elementary, 2004

Manchester, NH

Student Teacher in Grade Five responsible for developing lesson plans in alignment with state Grade Level Expectation as well as prepared lesson plans for children with disabilities and non-identified students. Assessed and graded students work and made modifications to work as required by the Individual Education Plans of respective students.

General Work Experience:

Case Manager

Riverbend Community Mental Health Center, 2000- 1999

Concord, NH

Responsible for case management of adults with mental illness, including overseeing filing and appropriate file upkeep to obtain social security, SSI, Health and Human Service benefits. Instructed and assisted clients with daily living skills, mental health goals, treatment plans, appointments, and access to community resources.

Resident Instructor

Easter Seals, 1999-1997

Manchester, NH

Responsible for working with children with identified emotional and behavioral problems to provide guidance, instruction and assistance in their daily activities and well as write progress reports on their individual treatment plans and goals.

Professional and Community Membership:

Volunteer at Covenant Houses of South Florida
Volunteer, Dialogue for Community Good, US Dept. Justice Community Relations
Chairperson of Education, Manchester NAACP
PTO Secretary, Hillside Middle School 2014-2015
Author of Race Between Us (Lett, Roy 2015. Popular Truth Publishing)

Additional Training

Undoing Racism: The People's Institute For Survival and Beyond 2011
Meet HQT Status for New Hampshire
S.O.L.V.E (Strategies of Limiting Violent Episodes) 1997
T.C.I (Therapeutic Crisis Intervention) 1999
Sex Offender Training, Dr. Ron Royer 1998
New Hampshire Department of Corrections Certificate 2007

RECEIVED

AUG 05 2015

**HILLSBOROUGH COUNTY
HUMAN RESOURCES**

EXHIBIT A
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Net Position
June 30, 2016

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets:			
Cash and cash equivalents	\$ 38,240,065	\$ 30,414	\$ 38,270,479
Accounts receivable, net	396,404	2,382,295	2,778,699
Due from other governments	318,160	1,028,631	1,346,791
Internal balance	(24,573,898)	24,573,898	-
Prepaid expenses	5,568		5,568
Inventory		66,148	66,148
Total Current Assets	<u>14,386,299</u>	<u>28,081,386</u>	<u>42,467,685</u>
Noncurrent Assets:			
Restricted cash		96,506	96,506
Capital assets:			
Non-depreciable capital assets		9,443	9,443
Depreciable capital assets, net	4,368,302	2,182,368	6,550,670
Total Noncurrent Assets	<u>4,368,302</u>	<u>2,288,317</u>	<u>6,656,619</u>
Total Assets	<u>18,754,601</u>	<u>30,369,703</u>	<u>49,124,304</u>
DEFERRED OUTFLOWS OF RESOURCES			
Total deferred outflows related to net pension liability	<u>2,383,768</u>	<u>1,289,291</u>	<u>3,673,059</u>
Total Deferred Outflows of Resources	<u>2,383,768</u>	<u>1,289,291</u>	<u>3,673,059</u>
LIABILITIES			
Current Liabilities:			
Accounts payable	228,416	242,386	470,802
Accrued expenses	984,226	378,037	1,362,263
Due to other governments	4,183,413	582,996	4,766,409
Unearned contributions		30,414	30,414
Total Current Liabilities	<u>5,396,055</u>	<u>1,233,833</u>	<u>6,629,888</u>
Noncurrent Liabilities:			
Other post-employment benefits obligation	1,841,125	816,843	2,657,968
Net pension liability	25,371,528	14,206,203	39,577,731
Total Noncurrent Liabilities	<u>27,212,653</u>	<u>15,023,046</u>	<u>42,235,699</u>
Total Liabilities	<u>32,608,708</u>	<u>16,256,879</u>	<u>48,865,587</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to net pension liability	<u>2,182,680</u>	<u>1,180,529</u>	<u>3,363,209</u>
Total Deferred Inflows of Resources	<u>2,182,680</u>	<u>1,180,529</u>	<u>3,363,209</u>
NET POSITION			
Net investment in capital assets	4,368,302	2,191,811	6,560,113
Restricted	6,634		6,634
Unrestricted (Deficit)	(18,027,955)	12,029,775	(5,998,180)
Total Net Position	<u>\$ (13,653,019)</u>	<u>\$ 14,221,586</u>	<u>\$ 568,567</u>

See accompanying notes to the basic financial statements

EXHIBIT B
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Activities
For the Year Ended June 30, 2016

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities	Business-Type Activities	
Governmental Activities:						
General government	\$ 8,297,219	\$ 4,010,559		\$ (4,286,660)		\$ (4,286,660)
Public safety	20,016,668	3,139,818	\$ 12,683	(16,864,167)		(16,864,167)
Health and welfare	29,444,771		253,581	(29,191,190)		(29,191,190)
Total governmental activities	<u>57,758,658</u>	<u>7,150,377</u>	<u>266,264</u>	<u>(50,342,017)</u>	\$ -	<u>(50,342,017)</u>
Business-type activities:						
Nursing Home	25,044,915	22,663,584	7,405,108		5,023,777	5,023,777
Total business-type activities	<u>25,044,915</u>	<u>22,663,584</u>	<u>7,405,108</u>		<u>5,023,777</u>	<u>5,023,777</u>
Total primary government	<u>\$ 82,803,573</u>	<u>\$ 29,813,961</u>	<u>\$ 7,671,372</u>	<u>(50,342,017)</u>	<u>5,023,777</u>	<u>(45,318,240)</u>
General revenues:						
Property taxes				51,063,836		51,063,836
Interest and investment earnings				56,319	144	56,463
Miscellaneous				685,930	805,017	1,490,947
Transfers				2,672,981	(2,672,981)	-
Total general revenues and transfers				<u>54,479,066</u>	<u>(1,867,820)</u>	<u>52,611,246</u>
Change in net position				4,137,049	3,155,957	7,293,006
Net position (deficit) at beginning of year				(17,790,068)	11,065,629	(6,724,439)
Net position (deficit) at end of year				<u>\$ (13,653,019)</u>	<u>\$ 14,221,586</u>	<u>\$ 568,567</u>

See accompanying notes to the basic financial statements

EXHIBIT C
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Balance Sheet
Governmental Funds
June 30, 2016

	General Fund	Nonmajor Governmental Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 38,240,065		\$ 38,240,065
Accounts receivable	396,404		396,404
Due from other governments	318,160		318,160
Due from other funds		\$ 64,612	64,612
Prepaid expenses	5,568		5,568
Total Assets	<u>38,960,197</u>	<u>64,612</u>	<u>39,024,809</u>
DEFERRED OUTFLOWS OF RESOURCES			
Total Deferred Outflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 38,960,197</u>	<u>\$ 64,612</u>	<u>\$ 39,024,809</u>
LIABILITIES			
Accounts payable	\$ 223,416		\$ 223,416
Accrued expenses	984,226		984,226
Due to other governments	4,183,413		4,183,413
Due to other funds	24,643,510		24,643,510
Total Liabilities	<u>30,034,565</u>	<u>\$ -</u>	<u>30,034,565</u>
DEFERRED INFLOWS OF RESOURCES			
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES			
Nonspendable	5,568		5,568
Restricted	6,634		6,634
Assigned	841,279	64,612	905,891
Unassigned	8,072,151		8,072,151
Total Fund Balances	<u>8,925,632</u>	<u>64,612</u>	<u>8,990,244</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 38,960,197</u>	<u>\$ 64,612</u>	<u>\$ 39,024,809</u>

See accompanying notes to the basic financial statements

EXHIBIT C-1
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2016

Total Fund Balances - Governmental Funds (Exhibit C)	\$ 8,990,244
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	4,368,302
Deferred outflows of resources and deferred inflows of resources that do not provide or require the use of current financial resources are not reported within the funds.	
Deferred outflow of resources attributable to net pension liability	2,383,768
Deferred inflow of resources attributable to net pension liability	(2,182,680)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year end consist of:	
Other post-employment benefits obligation	(1,841,125)
Net pension liability	<u>(25,371,528)</u>
Net Position of Governmental Activities (Exhibit A)	<u>\$ (13,653,019)</u>

EXHIBIT D
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2016

	General Fund	Nonmajor Governmental Fund	Total Governmental Funds
Revenues:			
Taxes	\$ 51,063,836		\$ 51,063,836
Intergovernmental	266,264		266,264
Charges for services	7,031,015	\$ 119,362	7,150,377
Interest and investment income	56,319		56,319
Miscellaneous	685,930		685,930
Total Revenues	<u>59,103,364</u>	<u>119,362</u>	<u>59,222,726</u>
Expenditures:			
Current operations:			
General government	7,900,145	238,500	8,138,645
Public safety	19,719,737		19,719,737
Health and welfare	29,444,771		29,444,771
Total Expenditures	<u>57,064,653</u>	<u>238,500</u>	<u>57,303,153</u>
Excess revenues (under) expenditures	<u>2,038,711</u>	<u>(119,138)</u>	<u>1,919,573</u>
Other Financing Sources (Uses):			
Transfers in	2,672,981	103,500	2,776,481
Transfers out	<u>(103,500)</u>		<u>(103,500)</u>
Total Other Financing Sources (Uses)	<u>2,569,481</u>	<u>103,500</u>	<u>2,672,981</u>
Net change in fund balances	4,608,192	(15,638)	4,592,554
Fund balances at beginning of year	<u>4,317,440</u>	<u>80,250</u>	<u>4,397,690</u>
Fund balances at end of year	<u>\$ 8,925,632</u>	<u>\$ 64,612</u>	<u>\$ 8,990,244</u>

See accompanying notes to the basic financial statements

EXHIBIT D-1
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2016

Net Change in Fund Balances - Governmental Funds (Exhibit D) \$ 4,592,554

Amounts reported for governmental activities in the
statement of activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the statement of activities, the cost of those assets
is allocated over their estimated useful lives as depreciation
expense. This is the amount by which depreciation expense
exceeded capital outlays in the current period. (783,344)

Some expense reported in the statement of activities, such as other
post-employment benefits, do not require the use of current financial
resources and, therefore, are not reported as expenditures in
governmental funds. (338,359)

Governmental funds report pension contributions as expenditures.
However, in the statement of activities, pension expense reflects
the change in the net pension liability and related deferred outflows
and inflows of resources, and do not require the use of current
financial resources. This is the amount by which pension
contributions exceeded pension expense in the current period. 666,198

Change in Net Position of Governmental Activities (Exhibit B) \$ 4,137,049

EXHIBIT E
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Net Position
Proprietary Funds
June 30, 2016

	Nursing Home Fund
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 30,414
Accounts receivable, net	2,382,295
Due from other governments	1,028,631
Due from other funds	24,573,898
Inventory	<u>66,148</u>
Total Current Assets	<u>28,081,386</u>
Noncurrent Assets:	
Restricted cash	96,506
Capital assets:	
Non-depreciable capital assets	9,443
Depreciable capital assets, net	<u>2,182,368</u>
Total Noncurrent Assets	<u>2,288,317</u>
Total Assets	<u>30,369,703</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pension	<u>1,289,291</u>
Total Deferred Outflows of Resources	<u>1,289,291</u>
LIABILITIES	
Current Liabilities:	
Accounts payable	242,386
Accrued expenses	378,037
Due to other governments	582,996
Unearned contributions	<u>30,414</u>
Total Current Liabilities	<u>1,233,833</u>
Noncurrent Liabilities:	
Other post-employment benefits payable	816,843
Net pension liability	<u>14,206,203</u>
Total Noncurrent Liabilities	<u>15,023,046</u>
Total Liabilities	<u>16,256,879</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pension	<u>1,180,529</u>
Total Deferred Inflows of Resources	<u>1,180,529</u>
NET POSITION	
Net investment in capital assets	2,191,811
Unrestricted	<u>12,029,775</u>
Total Net Position	<u>\$ 14,221,586</u>

See accompanying notes to the basic financial statements

EXHIBIT F
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2016

	Nursing Home Fund
Operating revenues:	
Intergovernmental revenue	\$ 7,405,108
Charges for services	22,663,584
Miscellaneous	805,017
Total operating revenues	<u>30,873,709</u>
Operating expenses:	
Administrative	3,193,394
Maintenance and operations	966,295
Physical therapy	1,853,173
Dietary	2,167,096
Nursing	13,634,190
Laundry	355,634
Housekeeping	743,239
Physician/pharmacy	576,676
Restorative services	729,936
Social services	347,087
Barber/beauty	32,045
Depreciation	446,150
Total operating expenses	<u>25,044,915</u>
Operating income	5,828,794
Non-operating revenues:	
Interest revenue	<u>144</u>
Net non-operating revenues	<u>144</u>
Transfers out	<u>(2,672,981)</u>
Change in net position	3,155,957
Total net position at beginning of year	<u>11,065,629</u>
Total net position at end of year	<u>\$ 14,221,586</u>

See accompanying notes to the basic financial statements

EXHIBIT G
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2016

	Nursing Home Fund
Cash flows from operating activities:	
Cash received from patient care/services	\$ 23,859,654
Cash received from Medicaid pool funds	7,352,118
Cash paid to suppliers	(10,785,206)
Cash paid to employees	<u>(14,777,363)</u>
Net cash provided by operating activities	<u>5,649,203</u>
Cash flows from noncapital financing activities:	
Transfers to other funds	<u>(2,672,981)</u>
Net cash (used) for noncapital financing activities	<u>(2,672,981)</u>
Cash flows from capital and related financing activities:	
Purchases of capital assets	<u>(350,348)</u>
Net cash (used) for capital and related financing activities	<u>(350,348)</u>
Cash flows from investing activities:	
Interest on investments	<u>144</u>
Net cash provided by investing activities	<u>144</u>
Net increase in cash and cash equivalents	2,626,018
Cash and cash equivalents at beginning of year	<u>22,074,800</u>
Cash and cash equivalents at end of year	<u>\$ 24,700,818</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 5,828,794
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation expense	446,150
Change in deferred outflows related to pension	(85,952)
Change in deferred inflows related to pension	(704,467)
Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:	
Accounts receivable	391,052
Due from other governments	(52,989)
Inventory	4,773
Accounts payable	89,059
Accrued expenses	(440,586)
Due to other governments	19,245
Unearned revenue	738
Other post-employment benefits payable	146,166
Net pension liability	7,220
Net cash provided by operating activities	<u>\$ 5,649,203</u>

See accompanying notes to the basic financial statements

EXHIBIT H
COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2016

	Agency Funds
ASSETS	
Cash and cash equivalents	\$ 468,356
Accounts receivable	<u>5,000</u>
Total Assets	<u>\$ 473,356</u>
LIABILITIES	
Due to specific individuals	\$ 473,356
Total Liabilities	<u>\$ 473,356</u>

See accompanying notes to the basic financial statements

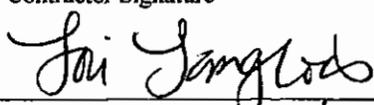
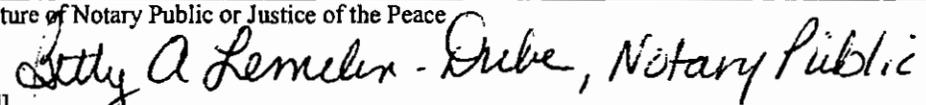
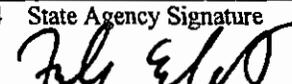
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301	
1.3 Contractor Name North Country Education Services		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number 603-752-1927	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$160,331.89
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Covs</u> On <u>August 16, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, 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 <u>Betty A Lemelin - Dube</u>		BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires October 21, 2020	
1.14 State Agency Signature  Date: <u>8-30-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric B. McIntyre</u> On: <u>8/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a policy for selecting appropriate students, facilitating distance learning, and a plan for how distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

Page 2 of 7
 Contractor Initials: *SS*
 Date: 8/16/17

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

- The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

FY18
70

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$65,399.74
Administrative Benefits	50,395.91
Math Service Contract Service Provider	3,052.80
Contract Internet Service Provider	325.00
Rent	10,200.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,150.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000.00
Digital Subscriptions	500.00
Office Supplies	2,500.00
Professional Organization Dues	105.00
Indirect Cost	11,876.44
Totals	\$160,331.89

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$160,331.89.
2. The total of the approved budget shall not exceed \$160,331.89 without written modification signed by the parties to this agreement and approved by the Governor and Council.
3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

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Contractor Initials: *JJ*
Date: *8/16/17*

6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
9. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$160,331.89

Method of Payment:

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

Funding Source

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

06-56-56-565010-2535-072-500575 Grants – Federal
 06-56-56-565010-2535-601-500931 State Fund Match

FY 2018
 \$ 48,099.57
~~\$112,232.32~~
 \$160,331.89

Page 5 of 7
 Contractor Initials: *SH*
 Date: 8/16/17

EXHIBIT C

Special Provisions

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

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

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
2. Annual review and update of Services, Budget and any corrective action plan.
3. Available funding.
4. Agreement of the parties.
5. Approval of the Governor and Council

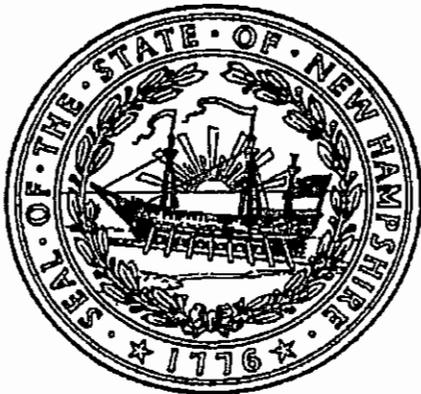
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 24th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Kathleen Kelley, Clerk/Secretary of North Country Education Services do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Service's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

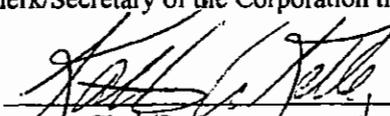
Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Treasurer/Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 16th day of August, 2017.


Clerk/Secretary

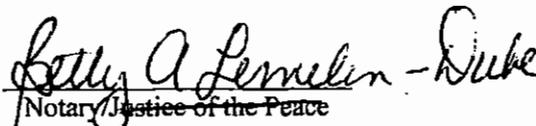
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On August 16, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary/Justice of the Peace

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits (NH Statutory Limits May Apply)	Other
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 \$2,000,000 \$2,000,000
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Decker</i>
			Date: 6/16/2017 tdenver@nhprimex.org
NH Dept of Education Adult Basic Education 101 Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



BOARD OF DIRECTORS
FY 2017 – 2018

Dr. Marion Anastasia
Personnel Member
Superintendent SAU 36
14 King Square
Whitefield, NH 03598-3302
837-9363 PH / 837-2326 FX
manastasia@sau36.org

Dr. Cheryl Baker
Board VP, Policy Member
Plymouth State University,
Coordinator, Assessment for
Educator Preparation-MS 55
Plymouth State University
Plymouth, NH 03264
535-2737 PH/ 535-2572 FX
cbaker@plymouth.edu

Bruce Beasley
Personnel Member
Superintendent SAU 7
21 Academy Street
Colebrook NH 03576
237-5571 ext 15
bbeasley@sau7.org

Randy Bell
Member at Large, Policy

Robert Boschen
Member at Large
Executive Director Tri-County CAP
30 Exchange St
Berlin, NH 03570
603-752-7001
rboschen@tccap.org

Paul Bousquet
Board President, Finance Member
Superintendent SAU 20
123 Main Street
Gorham, NH 03581-1659
466-3632 PH ext 5 / 466-3870 FX
paul.bousquet@sau20.org

Jody Camille
Member at Large, Personnel
WMCC-Berlin
2020 Riverside Drive
Berlin, NH 03570-3717
752-1113
jcamille@ccsnh.edu

Corinne Cascadden
Finance & Policy Member
Superintendent SAU 3
183 Hillside Avenue
Berlin, NH 03570-1817
752-6500 PH/ 752-2528 FX
ccascadden@sau3.org

Pierre Couture
Finance Member
Superintendent SAU 35
260 Cottage Street Ste C
Littleton, NH 03561-4143
444-3925 PH / 444-6299 FX
p.couture@sau35.org

Susan Hodgdon
Superintendent SAU 77
PO Box 130
Monroe, NH 03771-0130
638-2800 PH/ 638-2031 FX
shodgdon@monroeschool77.com

Bernard Keenan
Member at Large
Personnel Member

Kathleen Kelley
Member at Large
Finance Committee
NCES Co-Treasurer/Secretary
Randolph Hill Road
Randolph, NH 03593
466-5324
kukelley@me.com

Michael Kelley
Superintendent SAU 58
15 Preble Street
Groveton, NH 03582-4135
636-1437 PH / 636-6102 FX
m_kelley@sau58.org

Laurie Melanson
Superintendent SAU 23
2975 Dartmouth College Hwy
North Haverhill, NH 03774-4535
787-2113 PH ext 18 / 787-2118 FX
lmelanson@sau23.org

Judith McGann
Policy Member
Superintendent SAU 68
PO Box 97
Lincoln, NH 03251-0097
745-2051 PH / 745-2352 FX
jmcgann@lin-wood.org

Robert Mills
Member at Large, Finance Committee

Dr. Steven Nilhas
Superintendent SAU 84
102 School St.
Littleton, NH 03561
444-5215 PH/444-3015 FX
snilhas@littletonschools.org

Annemarie Platt
Member at Large
Personnel Member
NCES Treasurer/Secretary
9 Gill Street
Gorham, NH 03581-4910
752-7493

Pamela Stimpson
Superintendent Designee SAU 9
Director of Special Services SAU 9
176A Main Street, Conway, NH 03818
447-8368, Fax: (603) 447-8497
p_stimpson@sau9.org

Alternate director:

Cynthia Martindill
Member at Large
CMartindill@vtc.vsc.edu
802.728.1586

Directors Serve Without Compensation.

Updated 06-20-17

Salary Information for Key Personnel

Coos County Adult Learner Services (North Country Education Services)
Project: ALS

Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Coordinator	Peggy Blais	35	38	\$27.82	\$37,000.60
2	Assistant Coordinator	Gayle Theberge	35	38	\$20.31	\$27,012.30
					Administrative TOTAL	\$ 64,012.90

Peggy Blais

Objective To coordinate the delivery of adult education services in Coos County NH

Experience 2009-present Adult Learner Services/NCES Coos County, NH

Coordinator

- Responsible for all aspects of the operations of the program
- Maintain records, submit reports
- Manage program budget
- Collaborate with area programs
- Supervise program staff
- Pursue professional growth

1997-2009 Adult Learner Services/NCES Coos County, NH

Assistant Coordinator

- Assist Coordinator in the operation of the program
- Provide instruction to students at learning centers
- Recruit/train volunteer tutors

1997-2003 Child Care Services/NCES Coos County, NH

Parent Counselor/Program Assistant

- Develop and implement database for Child Care Resource & Water Safety
- Schedule Trainings
- Assist in developing training curriculum
- Counsel parents on selecting appropriate child care

1992-1996 NCES Coos County, NH

Volunteer Tutor, Adult Ed Aide, Mentorship Supervisor,
AmeriCorps Member

- Tutor adult learners
- Coordinate worksites for students
- Pre-test students to assess level of competency and readiness to take official tests

Education 1993-present Granite State College Gorham, NH

- Various certificates and Professional Development hours available upon request.

References References are available on request.

Exhibit A
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
 June 30, 2016 and 2015

All numbers are expressed in USA Dollars

	2016	2015
ASSETS		
CURRENT ASSETS		
Cash	43,854	181
Investments	456,683	349,887
Accounts receivable	61,371	117,731
Grants receivable	42,353	50,189
Prepaid expenses	-	5,548
	604,261	523,536
RESTRICTED CASH	22,608	22,608
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	82,609	138,478
Less: accumulated depreciation	(515,682)	(523,867)
	211,894	259,578
	838,763	805,722
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Line of credit	-	31,500
Current maturities of long-term debt:		
Mortgage Note Payable	18,197	17,139
Accounts payable	1,979	66,698
Deferred revenues	1,500	1,376
	21,676	116,713
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	63,488	81,685
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources - per the requirements of GASB 68 <i>(see note)</i>	1,278,298	1,319,218
	1,341,786	1,400,903
	1,363,462	1,517,616
NET ASSETS		
Unrestricted:		
Net investment in property & equipment	130,209	160,754
Available to operations	421,710	377,703
Deficit related to unfunded pension obligations	(1,278,298)	(1,319,218)
	(726,379)	(780,761)
Temporarily restricted:		
For loan guarantees	22,608	22,608
For program purposes	179,072	46,259
	201,680	68,867
	(524,699)	(711,894)
	838,763	805,722

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

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Activities

For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Federal grants		111,571	111,571		231,981	231,981
State grants		160,596	160,596		193,441	193,441
Local government agencies		129,131	129,131		101,161	101,161
Other non-profit agencies		266,534	266,534		81,795	81,795
Program service revenue	1,370,171		1,370,171	1,284,265		1,284,265
Net assets released from restriction:						
Satisfaction of program restrictions	533,175	(533,175)	-	629,248	(629,248)	-
	1,903,346	134,657	2,038,003	1,913,513	(20,870)	1,892,643
OPERATING EXPENSES						
Program Services:						
NCES Programs	867,093		867,093	828,215		828,215
Adult Learner Services	137,228		137,228	136,950		136,950
Distance Learning	135,392		135,392	141,809		141,809
STEM	129,131		129,131	101,161		101,161
SAHE	66,330		66,330			-
NH Center for Learning	59,700		59,700	13,055		13,055
NISL	56,623		56,623	17,023		17,023
Next Steps NH	51,815		51,815	64,725		64,725
ABE College Transitions	5,061		5,061	6,880		6,880
Tillotson - No. of the 44th	3,128		3,128	1,787		1,787
Community Engagement	2,125		2,125			-
NASA/UCAR			-	90,000		90,000
Migrant			-	50,000		50,000
Tillotson - Operations			-	50,000		50,000
Indistar			-	31,765		31,765
Migrant 2			-	30,000		30,000
SLDS			-	15,860		15,860
Film Festival			-	1,990		1,990
Tillotson - Sponsorship			-	1,000		1,000
	1,513,626	-	1,513,626	1,582,220	-	1,582,220

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
Support services:						
Management and general	344,200		344,200	339,412		339,412
	<u>1,857,826</u>	-	<u>1,857,826</u>	<u>1,921,632</u>	-	<u>1,921,632</u>
NET OPERATING INCOME(LOSS)	45,520	134,657	180,177	(8,119)	(20,870)	(28,989)
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	7,018		7,018	36,576		36,576
	<u>7,018</u>	-	<u>7,018</u>	<u>36,576</u>	-	<u>36,576</u>
CHANGE IN NET ASSETS	52,538	134,657	187,195	28,457	(20,870)	7,587
NET ASSETS (DEFICIT) - BEGINNING, <i>as restated</i>	(778,917)	67,023	(711,894)	(807,374)	87,893	(719,481)
NET ASSETS - ENDING	(726,379)	201,680	(524,699)	(778,917)	67,023	(711,894)

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

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016			2015		
	Regular Educational Programs	Management and General	Total	Regular Educational Programs	Management and General	Total
EXPENSES						
Salaries and other compensation	688,572	222,048	910,620	698,339	215,639	913,978
Pension expense	60,959	18,193	79,152	63,626	16,743	80,369
Other Employee benefits	115,324	45,412	160,736	147,216	49,380	196,596
Payroll taxes	56,629	17,741	74,370	58,868	18,027	76,895
Staff development	1,800		1,800	3,455		3,455
Contracted services	280,940	7,000	287,940	280,623	6,200	286,823
Occupancy	34,733	8,056	42,789	37,442	8,960	46,402
Administrative expenses	20,733	7,396	28,129	24,612	6,752	31,364
Travel	30,586	5,066	35,652	36,126	6,584	42,710
Materials & supplies	183,049		183,049	198,530		198,530
Depreciation	35,763	11,921	47,684	28,533	9,511	38,044
Interest	4,538	1,367	5,905	4,850	1,616	6,466
	1,513,626	344,200	1,857,826	1,582,220	339,412	1,921,632

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

Exhibit D
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	180,177	(28,989)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	47,684	38,044
Difference between pension expense for GASB 68 and NHRS plan contributions	(40,920)	(31,570)
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	56,360	(31,236)
Grants receivable	7,836	10,428
Prepaid expenses	5,548	(5,548)
Increase (decrease) in liabilities:		
Accounts payable	(64,719)	59,682
Agency deposits	-	(164,205)
Deferred revenues	124	(1,537)
	192,090	(154,931)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets		(1,476)
Earnings on investments	7,018	36,576
Purchase of Investments	(106,796)	63,489
	(99,778)	98,589
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase(decrease) in line of credit	(31,500)	31,500
Principal payments - mortgage notes	(17,139)	(16,141)
	(48,639)	15,359
NET INCREASE (DECREASE) IN CASH	43,673	(40,983)
CASH - BEGINNING	22,789	63,772
CASH - ENDING	66,462	22,789
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	5,905	7,605

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