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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
TEL. (603) 271-6699
FAX (603) 271-3454

May 19, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, Bureau of Adult Education to enter into a contract with North Country Education Services Agency (VC#154707) Gorham, New Hampshire in an amount not to exceed \$359,961.64 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval from July 1, 2023 through June 30, 2026. **35% Federal Funds, 65% General Funds.**

Funds to support this request are anticipated to be available in the accounts titled Adult Education-Federal and Adult Education-State in FY2024-FY2026 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Account #s	FY24	FY25	FY26	Total
06-56-56-562010-40370000-072-500575 Grants Federal	\$40,760.48	\$41,983.30	\$43,242.79	\$125,986.57
06-56-56-562010-40390000-601-500931 State Fund Match	\$75,698.04	\$77,968.98	\$80,308.05	\$233,975.07
Total	\$116,458.52	\$119,952.28	\$123,550.84	\$359,961.64

EXPLANATION

Under the Workforce Innovation and Opportunity Act of 2014, a Request for Proposals (RFP) was released on January 13, 2023 on the NH Department of Education's website and distributed to through the Department's communication system. All federal and state adult education grants are awarded through a competitive application process that is open to school districts, not-for-profits, and governmental agencies. Twenty-one 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). Twenty-one grants will be awarded to eight private-not-for-profit organizations, ten

His Excellency, Governor Christopher T. Sununu

And The Honorable Council

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school districts and one governmental agency based on applications received from eligible organizations that met the criteria for funding. Two agencies submitted two separate applications to serve different regions of the state. The school districts will receive the awarded funds through the Grants Management System used by the Department.

Adult education and literacy programs are authorized under Ed 03 and in the Workforce Innovation and Opportunity Act of 2014, Title II, Adult Education and Family Literacy Act and 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. This includes foundational skills and English literacy instruction for individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training and/or employment. The purpose of the program is to assist students in earning a high school credential and acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training and/or employment.

The Bureau of Adult Education provides educational services to approximately seven thousand adults each year. North Country Education Services Agency (NCED) has been collaborating with public schools and community partners to support excellent and equitable educational opportunities throughout the North Country since 1969. The Coos County Adult Education program administered by NCED has provided basic adult education services and high school equivalency testing in Berlin, Lancaster, and Groveton for many years.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet
Workforce Innovation and Opportunity Act (WIOA)

Name of bidders	***Proposed Price
The following list are applicants who met the minimum standards required under WIOA by providing demonstrated effectiveness:	
America's Youth Teenage Unemployment Reduction Network (dba My Turn)	\$849,055.84
Ascentria Community Services, Inc.	\$811,907.88
Derry SAU 10	\$216,166.73
Dover SAU 11	\$915,356.30
Exeter SAU 16	\$546,171.38
Governor Wentworth SAU 49	\$339,771.55
Holy Cross Family Learning Center	\$289,951.15
International Institute of New England	\$2,369,132.81
Keene SAU 29	\$448,607.86
Laconia SAU 30	\$287,419.44
Lebanon SAU 88	\$461,456.51
Littleton SAU 84	\$350,735.87
Nashua Adult Learning Center	\$1,778,984.87
NH Dept of Corrections	\$214,213.34
North Country Education Services	\$359,961.64
Plymouth SAU 48	\$148,436.15
Salem SAU 57	\$215,927.53
Second Start (Statewide Online)	\$309,090.91
Second Start (AEL)	\$811,900.00
Southern NH Services (English for New Americans) Manchester	\$658,703.04
Southern NH Services (Portsmouth)	\$540,777.23

***Proposed price may be considerably different from final negotiated price.

Reviewers	Title
Jeff B	Bureau Administrator for the NH Department of Education (NHED)
Manuela B	Training coordinator for NHED Vocational Rehabilitation
Heather C	MTSS-B Consultant with the NHED
Jennifer C	Admin Asst/Data Entry Pinkerton Academy's Choices in Education program
Karen D	Local office manager for NH Employment Security- WIOA partner
Emily F	Program Specialist IV for the Bureau of Educational Support, NHED
Eric F	Director of the Wilbur H. Palmer Career and Technical Education Center
William G	Program Specialist IV and Contract Manager for NHED Vocational Rehabilitation
Michelle L	Program Director for the Northumberland Adult Diploma Program
Janelle L	Administrator, Bureau of Special Education
Diane L	Education Consultant, Bureau of Career Development, NHED
Stacy M	Office of the Deputy Commissioner at the NHED
JoAnn M	Education Consultant in the Bureau of Special Education at the NHED
Kathleen M	English Language Arts Ed Consultant in the Bureau of Instruction at the NHED
Rebecca M	Administrative Assistant for the Londonderry Adult Diploma program
Linda M	Retired adult education program director
Yvette P	Education Consultant, Bureau of Special Education
Kelly T	Director of school counseling at Newfound Regional School District
Amy W	Dean of Alternative Programming for Bedford High School

All average scores above 500 were considered acceptable. All twenty-one proposals received will be awarded grants.

The RFP specified that the Bureau's preference is to fund one comprehensive center in each of the twelve regions of the state. The notable exception is Manchester due to the high volume of potential participants.

School department applications are administered through the Grants Management System.

Each contract will be presented to the Governor and Executive Council separately as they are completed.

Name of bidders - Average scores listed highest to lowest.	Average Score
Dover SAU 11 (Somersworth)	904.0
International Institute of New England (IINE) (Manchester)	820.6
Second Start (Statewide Online)	802.7
Derry SAU 10 (Salem)	768.0
Second Start AEL (Concord)	753.1
Ascentria Community Services, Inc. (Concord)	753.0
Nashua Adult Learning Center (Nashua)	751.0
Lebanon SAU 88 (Claremont)	733.3
Littleton SAU 84 (Littleton)	727.0
Governor Wentworth SAU 49 (Conway)	716.0
Exeter SAU 16 (Portsmouth)	698.3
Southern NH Services AEL (Portsmouth)	694.7
America's Youth Teenage Unemployment Reduction Network (dba My Turn) Manchester	661.7
Laconia SAU 30 (Laconia)	652.7
Southern NH Services - English for New Americans (ENA) (Manchester)	653.0
Keene SAU 29 (Keene)	634.3
NH Dept of Corrections (Corrections)	624.0
Plymouth SAU 48 (Laconia)	617.4
Holy Cross Family Learning Center (Manchester)	601.3
Salem SAU 57 (Salem)	575.0
North Country Education Services (Berlin)	568.0

Proposal Criteria in the RFP	Weight of Criteria
Organizational Capacity	100
Responsiveness to Regional Need	100
Serving the Most in Need	100
Service Delivery Format and Schedules	100
Proposed Curricula and Contextualized Instruction	75
State Workforce Board Alignment	75
Intensity, Quality and Best Practices of Program	100
Integration of Technology Services and Digital Systems	75
Meeting Program Outcomes	100
Reporting	75
Implementation Timeline	25
Budget	75
TOTAL	1000

Review Process

Scoring reviews were completed on April 13, 2023. The proposal review panel recommended all proposals for funding.

There were three steps in the review process.

1. A committee of three individuals reviewed three of the twenty-one proposals received. Reviewers used a prepared rubric to establish demonstrated effectiveness to determine the eligibility of the applicant in accordance with WIOA requirements and then to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors.

2. State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as will be indicated in the minutes of the July, 2023 meeting.

3. Geographic Distribution

The RFP specified that there be at least one comprehensive adult education program in each region. A complete list of regions served is available below.

Berlin	1	Littleton	1
Claremont	1	Manchester	4
Concord	2	Nashua	1
Conway	1	Portsmouth	2
Corrections	1	Salem	2
Keene	1	Somersworth	1
Laconia	2	Statewide	1
		Online	

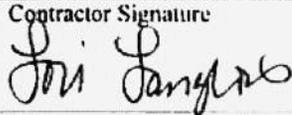
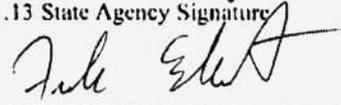
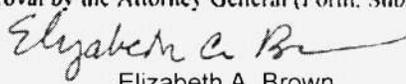
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education, Bureau of Adult Education		1.2 State Agency Address 21 South Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name North Country Education Services Agency		1.4 Contractor Address 300 Gorham Hill Gorham, NH 03581	
1.5 Contractor Phone Number 603-466-5437	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$359,961.64
1.9 Contracting Officer for State Agency Sarah Wheeler		1.10 State Agency Telephone Number 603-271-6701	
1.11 Contractor Signature  Date: 5/18/23		1.12 Name and Title of Contractor Signatory Lori Langlois Executive Director	
1.13 State Agency Signature  Date: 5/30/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth A. Brown On: 5/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 5/18/23

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *JJ*
Date 5/18/23

14. INSURANCE.

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

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials *JS*
Date *5/18/23*

EXHIBIT A

SPECIAL PROVISIONS

1. The Contractor must comply with the following provisions:

- Exhibit D: Contractor Obligations
- Exhibit E: Federal Debarment and Suspension
- Exhibit F: Anti-Lobbying
- Exhibit G: Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality
- Exhibit H: Compliance with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular if applicable: Office of Management and Budget (OBM) Circular A-110 "Uniform Administrative Non-Profit Organizations"
- Exhibit I: Attestation for the US Department of Education General Education Provisions Act (GEPA)
- Exhibit J: Buy American Statement in accordance with Section 502 of the Workforce Innovation and Opportunity Act of 2014

2. The Contractor must sign annual General Assurances from the NH Department of Education, Bureau of Federal Compliance and the Program Assurances included in Exhibit B: Scope of Services.

3. Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

EXHIBIT B

SCOPE OF SERVICES

The vision for Adult Education and Literacy Services in New Hampshire is a regional system of providers providing comprehensive services below the secondary level including adult basic education, high school equivalency preparation and English as a second language in order to prepare adults to transition successfully into postsecondary education, training and/or employment.

North Country Education Services in Berlin, NH will 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 and English language learners.
- The Contractor is responsible for using NH Employment Security data and the NH Works Combined State Plan 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.
- The Contractor is responsible for coordinating services between other adult education centers and community organizations to ensure the non-duplication of services; the capacity to serve the local need; the seamless transition of participants between educational levels; and the transition of participants into postsecondary education, training and/or employment.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education including individuals with low levels of literacy skills and English language learners, including those who may be above the Advanced ESL level, but still eligible for adult basic or secondary 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.
- The Contractor must promote concurrent enrollment in programs and activities under WIOA Title I, Title III and Title IV.
- The Contractor will provide staff, or access to services provided by another adult education center through a formal agreement, for the following duties:
 - Program Director – general administration, budgeting, serve as the WIOA representative, liaison with local employers and other adult education centers.
 - Counselor – assist participants with barriers to attendance, liaison with community organizations, provide career counseling and transition planning services.

- Intake & Assessment Specialist – assist participants with the intake process, administer assessments in accordance with the publisher requirements, report assessment results.
- Data Entry Specialist – enter all intake, enrollment, assessment data, check for validity and accuracy, produce ad hoc reports, and required quarterly/annual reports, serve as a local expert for the data system.
- Coordinator of Volunteers – recruit and train volunteers, match volunteer tutors with participants unable to attend classes, orient and monitor participants including the development of an individual learning plan, provide instructional materials for participants/tutors, coordinate with local communities to provide space for tutoring outside of the center, coordinate volunteers in the classroom.
- Distance Learning Coordinator – assign and monitor participant who are unable to attend classes, assist instructors and tutors with distance learning, produce reports as needed, enter attendance data, provide training on contracted software to local staff and participants.
- 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 including year-round programming which may include short breaks between sessions. A minimum of 100 hours of instruction per year is recommended in order for participants to make sufficient progress.
- The Contractor must provide in-person instructional delivery that may also include hybrid or hyflex options.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor must be able to provide outreach/satellite services, or arrange access to, tutorial services for individuals in the region who are unable to attend regularly scheduled classes. Tutorial services should be provided through appropriately trained volunteers.
- The Contractor must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a standards-based curriculum that is aligned with the College & Career Readiness Standards for Adult Education and/or the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes the use of occupationally relevant materials.
- It is preferred that the Contractor incorporate OCTAE-endorsed instructional initiatives including curriculum review, EL institute, Teaching the Skills that Matter, Student Achievement in Reading, Teaching Excellence in Adult Literacy, the Employability Skill Framework, Power in Numbers, ESL Pro and other initiatives that may be released during the period of performance.
- The Contractor, its officers, employees, agents, or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents, or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents, or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the NH Works Combine State Workforce Plan and contribute to the strategies outlined in the Plan including the use of data to inform program decisions and improve program performance.
- 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.
- The Contractor is required to coordinate with other local NH Works partners including participation or representation in partner meetings; establishing referral procedures; ensuring direct access to adult education services; and contributing to the development of career pathways.
- The Contractor must provide instruction delivered by well-trained instructors which may include evaluation through the OCTAE Teacher Effectiveness model and the Adult Education Teacher Competencies.

Intensity, Quality and Best Practices

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard to enable participants to achieve substantial learning gains. The Bureau of Adult Education has established a full-time equivalent (FTE) as 60 hours of instruction per year.
- The Contractor must use instructional practices that include the essential components of reading at all levels.
- The Contractor must integrate workforce preparation activities for all students.
- 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 effectively use technology, services, and delivery systems, including distance education, in a manner sufficient to increase the amount and quality of learning.
- The Contractor must incorporate digital literacy instruction including digital resilience and digital citizenship for all students at all levels.
- The Contractor must include distance learning options, including technology-enhanced curricula, 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. This includes the use of the state-wide Canvas instance by instructors and participants.
- 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 post-test a minimum of 48% 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 for whom data matching is unavailable 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 set program target rates and assess progress toward those targets on a quarterly basis in order to assist the State with meeting the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

State Negotiated Targets

The State negotiated target performance with OCTAE every two years. Targets are based on the statistical adjustment model and are expected to reflect continuous improvement by increase each year.

Primary Indicators of Performance	2023 – 2024	2024-2025	2025-2026
Employment in the Second Quarter after Exit	23.00%	TBA	TBA
Employment in the Fourth Quarter after Exit	21.00%	TBA	TBA
Median Earnings in the Second Quarter after Exit	\$6,500.00	TBA	TBA
Credential Attainment Rate	16.00%	TBA	TBA
Measurable Skill Gains			
For Adult Basic Education	29.5%	TBA	TBA
For English as a Second Language	30.0%	TBA	TBA

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting in accordance with the NH Data and Assessment Policy.
- A designated 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 program data on a quarterly basis and submit a quarterly report to the State, as well as provide an annual self-assessment summary to inform program decisions and set goals for improvement.
- The Contractor must request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures.

Event of Default

- Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"): failure to perform the Services satisfactorily or on schedule (to include failure to provide; failure to submit any report required hereunder; and/or failure to perform any other covenant, term, or condition of this Agreement. Upon the occurrence of any Event of Default, the new Hampshire Department of Education may take any one, or more, or all, of the following actions: 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; 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; set off against any

Contractor Initials 
 Date 5/18/23

other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

Contractor Initials *JD*
Date 5/18/23

EXHIBIT C
METHOD OF PAYMENT

Budget

	FY24	FY25	FY26	Total
Salaries	\$66,184.26	\$68,169.79	\$70,214.88	\$204,568.93
Benefits	\$23,718.73	\$24,430.29	\$25,163.20	\$73,312.22
Professional Services	\$1,000.00	\$1,030.00	\$1,060.90	\$3,090.90
Purchase Property Services	\$12,000.00	\$12,360.00	\$12,730.80	\$37,090.80
Other Purchased Property Service	\$3,283.92	\$3,382.44	\$3,483.91	\$10,150.27
Supplies	\$1,740.00	\$1,792.20	\$1,845.97	\$5,378.17
Other Object	\$25.00	\$25.75	\$26.52	\$77.27
Indirect Costs	\$8,506.61	\$8,761.81	\$9,024.66	\$26,293.08
Total	\$116,458.52	\$119,952.28	\$123,550.84	\$359,961.64

Limitation on Price:

1. 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 and state funds received, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
2. The NHED 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.
3. The Contractor must have written authorization from the NHED 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.
4. 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 NHED and/or the State of New Hampshire.
5. The Contractor is solely responsible for paying to the NHED 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.
6. 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.

Funding Source:

Funds are anticipated to be available in the accounts titled Adult Education-Federal and Adult Education-State in FY24 – FY26 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	FY24	FY25	FY26
06-56-56-562010-40370000-072-500575 Grants Federal	\$40,760.48	\$41,983.30	\$43,242.79
06-56-56-562010-40390000-601-500931 State Fund Match	\$75,698.04	\$77,968.98	\$80,308.05

Method of Payment:

Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month submitted through the NHED Grants Management System. The final invoice is due within 45 days of the end of the program year.

Contractor Initials *JJ*
Date *5/18/23*

EXHIBIT D

CONTRACTOR OBLIGATIONS

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

2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised 6-25-21

EXHIBIT E

FEDERAL DEBARMENT AND SUSPENSION

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

Revised 6-25-21

Contractor Initials 
Date 5/18/23

EXHIBIT F
ANTI-LOBBYING

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b.
- c. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- f. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

EXHIBIT G
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT, COPY
RIGHTS AND CONFIDENTIALITY

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

EXHIBIT H

STATEMENT OF COMPLIANCE WITH THE PROVISIONS OF THE US CODE OF FEDERAL REGULATIONS 34 CFR 364 and the FOLLOWING US CIRCULAR AS APPLICABLE

STATEMENT of ACCEPTANCE of Special Provisions

The organization will comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular, if applicable: Office of Management and Budget (OMB) Circular A-110 "Uniform Administrative Non-Profit Organizations."

Superintendent of Schools or
Chief Officer of Agency: Lois A. Sanglors
Signature

Local Director of Project: Wayne M. Heberge

Date Signed: 3/21/23

EXHIBIT I

**GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –
WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY LITERACY**

This attestation outlines the steps that North Country Education Services will ensure be taken should the Adult Education application be funded.

The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

If funded, the following steps will be taken to ensure equitable access to and equitable participation in the project or activity to be conducted with federal adult education assistance by addressing the access needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age.

The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

Coos Adult Education, as a program of North Country Education Services, follows the non-discrimination policy of the organization. NCES is an equal opportunity employer and provider and does not discriminate on the basis of race, color, religion, national origin, sex, age, veteran or marital status, sexual orientation, physical or mental disability, ancestry, political affiliation, personal appearance, family responsibilities, matriculation, gender identity, gender expression or any other status protected under federal, state or local law.

In order to ensure equity and access to services provided through Coos Adult Education, the project will, as the budget allows, make available resource materials and/or tutors to accommodate adults with limited English proficiency, provide audio tape or braille materials to the visually impaired, and offer home-site tutoring for the physically impaired as long as health and safety of employees can be ensured.

Project Director: (Name and Title) Lori Langlois, Executive Director

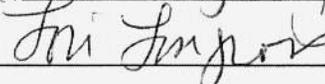
Signature of Project Director:  Date: 5/18/23

EXHIBIT J

BUY AMERICAN ACT STATEMENT

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.

This statement is provided in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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**

Certificate Number: **0006196360**



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 April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathleen Kelley, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of North Country Education Services Agency.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 20, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lori Langlois, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Country Education Services Agency to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) 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: May 18, 2023

Kathleen Kelley

Signature of Elected Officer

Name: Kathleen Kelley

Title: Treasurer/Secretary



Authorizing Resolution

The Board of Directors of North Country Education Services Agency hereby renews authorization for Lori Langlois, Executive Director, on behalf of this Agency, to enter into contract with the State of New Hampshire, including its Department of Education, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

Authorized this day, June 20, 2022

A handwritten signature in black ink, appearing to read "David Backler", is written over a horizontal line.

David Backler, President of the NCES Board of Directors

Thriving schools, vibrant communities.

300 GORHAM HILL ROAD, GORHAM, NH 03581 • 603-466-5437 • FAX 603-466-2907

EQUAL OPPORTUNITY EMPLOYER AND PROVIDER



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> North Country Education Services Agency 300 Gorham Hill Road Gorham, NH 03581	<i>Member Number:</i> 953	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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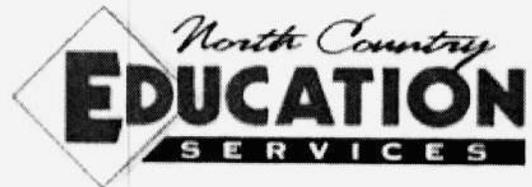
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$ 5,000,000
			Aggregate	\$ 5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	\$ 2,000,000
			Each Accident	\$ 2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 5/17/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Mission Statement

NCES collaborates with public schools and community partners to support excellent and equitable educational opportunities throughout the North Country.



**FINANCIAL STATEMENTS AND
SUPPLEMENTAL SCHEDULES
WITH INDEPENDENT AUDITOR'S
REPORTS THEREON**

**FOR THE YEARS ENDED JUNE 30,
2021 AND 2020**

NORTH COUNTRY EDUCATION SERVICES AGENCY

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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Independent Auditor's Report

To the Members of the Board and Management of
North Country Education Services Agency

We have audited the accompanying financial statements of North Country Education Services Agency (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Education Services Agency as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The comparative schedules of pension obligations and other post-employment benefit (OPEB) obligations on pages 21-22 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Alta CPA Group, LLC

August 27, 2021

NORTH COUNTRY EDUCATION SERVICES AGENCY
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
Current Assets:		
Cash	\$ 678,284	\$ 130,581
Investments	1,082,620	768,523
Grants and accounts receivable	237,578	257,772
Total current assets	1,998,482	1,156,876
Property and Equipment:		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	17,618	17,618
Less: accumulated depreciation	(551,178)	(531,387)
Total property and equipment	111,407	131,198
Total assets	\$ 2,109,889	\$ 1,288,074
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 4,437	\$ 5,239
Deferred revenues	114,994	30,822
Current liabilities	119,431	36,061
Long term liabilities, less current maturities :		
Contingency for unfunded pension & OPEB obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	1,250,187	1,226,327
Agency share of NHRS net OPEB liabilities, deferred inflows and outflows of resources	74,922	71,629
Total long term liabilities	1,325,109	1,297,956
Total liabilities	1,444,540	1,334,017
Net assets:		
Without donor restrictions:		
Board designated for equipment	5,000	2,500
Board designated for building improvements	86,664	86,664
Net investment in property and equipment	111,407	131,198
Available to operations	1,006,357	588,637
Deficit related to unfunded pension obligations	(1,325,109)	(1,297,956)
Total net assets without donor restrictions	(115,681)	(488,957)
With donor restrictions:		
Program purposes	781,030	443,014
Total net assets	665,349	(45,943)
Total liabilities and net assets	\$ 2,109,889	\$ 1,288,074

See auditor's report and accompanying notes to financial statements.

NORTH COUNTRY EDUCATION SERVICES AGENCY
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING REVENUES						
Federal grants	\$ 225,174	\$ 1,730	\$ 226,904	\$ -	\$ 364,503	\$ 364,503
State grants	239,776	-	239,776	-	357,977	357,977
Local government agencies	-	127,092	127,092	-	195,332	195,332
Other non-profit agencies	19,999	791,310	811,309	-	183,000	183,000
Donations	8,420	-	8,420	-	8,885	8,885
Program service revenue	1,504,177	-	1,504,177	1,016,098	-	1,016,098
	<u>1,997,546</u>	<u>920,132</u>	<u>2,917,678</u>	<u>1,016,098</u>	<u>1,109,697</u>	<u>2,125,795</u>
OPERATING EXPENSES						
Program Services:						
NCES Programs	730,453	-	730,453	568,615	-	568,615
Substance Misuse Prevention	159,315	-	159,315	172,064	-	172,064
Coos Coalition	126,558	-	126,558	-	-	-
Coos County Director's Network	115,881	-	115,881	140,743	-	140,743
Adult Learner Services	90,712	-	90,712	137,725	-	137,725
NHCTA	119,322	-	119,322	102,574	-	102,574
SAP	92,000	-	92,000	99,745	-	99,745
PPP	38,737	-	38,737	86,263	-	86,263
Migrant	78,515	-	78,515	80,000	-	80,000
SEL	30,274	-	30,274	67,305	-	67,305
Jane's Trust	-	-	-	43,745	-	43,745
NHCF - Operating support	20,000	-	20,000	34,149	-	34,149
FFCLA CTSO	3,811	-	3,811	7,946	-	7,946
TSA CTSO	7,205	-	7,205	435	-	435
Tillotson - Hi SET	370	-	370	65	-	65
Community Engagement	166,887	-	166,887	-	-	-
NCP 4SEL	44,679	-	44,679	-	-	-
NHEYF	89,993	-	89,993	-	-	-
NERF	27,042	-	27,042	-	-	-
UCAR	57,500	-	57,500	-	-	-
School Counselors	27,476	-	27,476	-	-	-
ECERS CDN	62,507	-	62,507	-	-	-
NH Center for Learning	6,375	-	6,375	-	-	-
Total program services	<u>2,095,612</u>	<u>-</u>	<u>2,095,612</u>	<u>1,541,374</u>	<u>-</u>	<u>1,541,374</u>

See auditor's report and accompanying notes to financial statements.

NORTH COUNTRY EDUCATION SERVICES AGENCY
STATEMENTS OF ACTIVITIES (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021		2020	
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions
		Total		Total
OPERATING EXPENSES (CONTINUED):				
Supporting activities:				
Management and general	\$ 429,443	\$ -	\$ 429,443	\$ 319,145
Total expenses	2,525,055	-	2,525,055	1,860,519
NET OPERATING INCOME(LOSS)	(527,509)	920,132	392,623	1,109,697
NONOPERATING INCOME AND TRANSFERS AND RECLASSIFICATIONS				
Investment income	314,469	-	314,469	76,439
Unrelated business income - garage rent	4,200	-	4,200	4,000
Net assets released from restrictions	582,116	(582,116)	-	(981,209)
	900,785	(582,116)	318,669	(981,209)
CHANGE IN NET ASSETS	373,276	338,016	711,292	128,488
NET ASSETS (DEFICIT) - BEGINNING, as restated	(488,957)	443,014	(45,943)	314,526
NET ASSETS (DEFICIT) - ENDING	(115,681)	781,030	665,349	443,014

See auditor's report and accompanying notes to financial statements.

NORTH COUNTRY EDUCATION SERVICES AGENCY
 STATEMENTS OF FUNCTIONAL EXPENSES
 FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021			2020		
	Regular Educational Programs	Management and General	Total	Regular Educational Programs	Management and General	Total
Salaries and other compensation	\$ 655,306	\$ 259,451	\$ 914,757	\$ 587,691	\$ 212,996	\$ 800,687
Pension expense	63,921	36,393	100,314	68,951	31,924	100,875
Other Employee benefits	169,908	55,386	225,294	123,292	52,198	175,490
Payroll taxes	36,777	22,777	59,554	36,232	17,655	53,887
Staff development	47,995	519	48,514	28,533	2,116	30,649
Contracted services	727,325	6,800	734,125	395,651	6,800	402,451
Occupancy	55,136	4,470	59,606	52,502	6,959	59,461
Administrative expenses	41,909	27,846	69,755	25,279	7,769	33,048
Travel	22,797	639	23,436	36,263	2,192	38,455
Materials and supplies	228,089	-	228,089	220,897	-	220,897
Insurance	14,250	-	14,250	12,152	1,075	13,227
Depreciation	14,843	4,948	19,791	14,843	4,948	19,791
Decrease in estimated net pension liabilities (NHRS)	15,251	8,609	23,860	(42,297)	(19,583)	(61,880)
Increase in estimated net OPEB obligations (NHRS)	2,105	1,188	3,293	(18,615)	(8,618)	(27,233)
Tax on unrelated business income	-	417	417	-	714	714
Total expenses	\$ 2,095,612	\$ 429,443	\$ 2,525,055	\$ 1,541,374	\$ 319,145	\$ 1,860,519

See auditor's report and accompanying notes to financial statements.

NORTH COUNTRY EDUCATION SERVICES AGENCY
 STATEMENTS OF CASH FLOWS
 FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	\$ 392,623	\$ 265,276
Adjustments to reconcile to net cash provided by (used in) operating activities:		
Depreciation Expense	19,791	19,791
Difference between pension & OPEB expenses and NHRS plan contributions	27,153	(89,113)
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	20,194	(63,550)
Grants receivable	-	(41,593)
Prepaid expenses	-	1,050
Increase (decrease) in liabilities:		
Accounts payable	(802)	4,168
Deferred revenues	84,172	12,527
	<u>543,131</u>	<u>108,556</u>
Net cash provided by operating activities	543,131	108,556
CASH FLOWS FROM INVESTING ACTIVITIES		
Unrelated business income - garage rent	4,200	4,000
Earnings on investments	314,469	76,439
Purchase of Investments	(314,097)	(74,220)
	<u>4,572</u>	<u>6,219</u>
Net cash provided by investing activities	4,572	6,219
CASH FLOWS FROM FINANCING ACTIVITIES		
	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	547,703	114,775
CASH - BEGINNING	<u>130,581</u>	<u>15,806</u>
CASH - ENDING	<u><u>\$ 678,284</u></u>	<u><u>\$ 130,581</u></u>

See auditor's report and accompanying notes to financial statements.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

North Country Education Services Agency is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. Its purpose is to provide member organizations and the persons served thereby, directly and indirectly, with educational, administrative and technological services, courses, facilities, and equipment generally and including, without thereby limiting such generality, educational consulting services and the coordination of services supplied by others, administrative and technological assistance, counselor and other specialized personnel, and specialized instruments, facilities and equipment. The degree of participation in and subscription to the services of the Agency by districts of the School Administrative Unit are determined by them individually. Membership in the organization is currently comprised of the eleven school administrative units and supervisory unions listed below. The management and controls of the affairs of this corporation are vested in and exercised by a Board of Directors consisting of eleven (11) superintendents, or their designee, of the New Hampshire School Administrative Units 3, 7, 9, 20, 35, 36, 58, 68, 77, 84, and members at large appointed by a majority of the board who are individuals or representatives from organizations who are committed to the betterment of education and the betterment of North Country Education Services Agency.

Financial Statement Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Basis of Accounting

The Agency presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting IN the statements of cash flows, all highly liquid debt instruments, if any, purchased with a maturity of three months or less are considered to be cash equivalents.

Concentrations of Credit and Market Risk

Financial instruments that potentially expose the Agency to *credit risk* consist primarily of bank deposits and investments in participation units of the New Hampshire Public Deposit Investment Pool. It is the Agency's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Agency has not experienced any losses on its cash deposits during the years ended June 30, 2021 and 2020. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts.

Public Support and Revenues

Substantially, all revenue is derived from contract fees from member school districts and grants awarded by government agencies. Revenues from service fees are recognized on a monthly basis as services are invoiced. Some grants received from governments, private foundations and other not-for-profit entities require that eligible expenditures be made in order to recognize the revenue. Revenues from those sources are recognized in the period in which eligible expenditures are made. Secondary support is obtained from the rental of facilities, private donations, interest, dividends and capital gains on investments.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions (Continued)

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

Contributed Services

From time to time, the Agency may receive donated services in carrying out the mission and fundraising activities of the Agency. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Agency received no reportable donated services during the years ended June 30, 2021 and 2020.

Deferred Revenues and Refundable Advances

Service charges received in advance of the year to which they apply are reported as *deferred revenue* in the statements of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

Functional Allocation of Expenses

The costs of providing program services and supporting activities have been summarized on a functional basis in the statements of activities. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose.

Prepaid Expenses

Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statements of financial position.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

All costs of property and equipment, and the fair value of donated assets value in excess of \$1,000 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

	<u>Years</u>
Buildings	30
Equipment	5

Accumulated Unpaid Vacation and Sick Pay

Vacation time is granted to full-time employees in amounts of 5 to 20 days per year, depending on positions held. Such vacation time must be used prior to September 1 of the following year. Sick leave is accumulated at the rate of 1 work day earned for every 20 days worked, not to exceed 12 days annually; total accumulation of sick leave may not exceed 70 days. Accumulated unpaid vacation and sick pay is not accrued by the Agency. However, estimated accumulation does not exceed a normal year's allowance.

Income Taxes

The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Agency is not a private foundation within the meaning of Internal Revenue Code Section 509(a). During the years ended June 30, 2021 and 2020, the Agency had unrelated business income for the rental of facilities; the income taxes on which is included in the accompanying financial statements. Contributions to the Agency are deductible as allowed under Section 170(b)(1)(A)(vi) of the Code.

NOTE 2 - ASSETS

Deposits

All bank deposits as of June 30, 2021 and 2020, and substantially throughout the years then ended were fully insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the pledging institution.

Cash Equivalents

Cash and cash equivalents consisted of operating funds held in a checking account and participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP) at June 30, 2021 and 2020, and throughout the years then ended.

NORTH COUNTRY EDUCATION SERVICES AGENCY
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 2 – ASSETS (CONTINUED)

Investments

Financial assets and liabilities valued using level 1 inputs are based on unadjusted quoted market prices within active markets. Financial assets and liabilities valued using level 2 inputs are based primarily on quoted prices for similar assets or liabilities in active or inactive markets. For certain long term debt, the fair value was based on present value techniques using inputs derived principally or corroborated from market data. Financial assets and liabilities using level 3 inputs were primarily valued using management’s assumptions about the assumptions market participants would utilize in pricing their asset or liability. Valuation techniques utilized to determine fair value are consistently applied.

The following tables present the Agency’s fair value hierarchy for assets and liabilities measured at fair value on a recurring basis as of June 30:

<u>2021</u>	Quoted Market Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	<u>Total</u>
Mutual funds	\$ <u>1,082,640</u>	\$ <u>---</u>	\$ <u>---</u>	\$ <u>1,082,640</u>
Total	\$ <u>1,082,640</u>	\$ <u>---</u>	\$ <u>---</u>	\$ <u>1,082,640</u>

<u>2020</u>	Quoted Market Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	<u>Total</u>
Mutual funds	\$ <u>768,523</u>	\$ <u>---</u>	\$ <u>---</u>	\$ <u>768,523</u>
Total	\$ <u>768,523</u>	\$ <u>---</u>	\$ <u>---</u>	\$ <u>768,523</u>

Accounts Receivable

Accounts receivable at June 30, 2021 and 2020 include service fees due from member school districts or program participants. All are considered to be collectible and no reserve for uncollected accounts has been established.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 2 – ASSETS (CONTINUED)

Grants Receivable

Grants receivable at June 30, 2021 and 2020 include amounts due from the Federal Government, the State of New Hampshire, other political subdivisions or private contributors for eligible costs expended on various grant programs. All are considered to be collectible and no reserve for uncollected accounts has been established.

Property and Equipment

A summary of changes in property and equipment for the fiscal years ended June 30, 2021 and 2020 are as follows:

	Balance July 1, 2020	Additions	Deductions	Balance June 30, 2021
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment and Furnishings	17,618	-	-	17,618
Total Fixed Assets	662,585	-	-	662,585
Less: Accumulated Depreciation	(531,387)	(19,791)	-	(551,178)
Net Fixed Assets	<u>\$ 131,198</u>	<u>\$ (19,791)</u>	<u>\$ -</u>	<u>\$ 111,407</u>

	Balance July 1, 2019	Additions	Deductions	Balance June 30, 2020
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment and Furnishings	23,082	-	5,464	17,618
Total Fixed Assets	668,049	-	5,464	662,585
Less: Accumulated Depreciation	(517,060)	(19,791)	(5,464)	(531,387)
Net Fixed Assets	<u>\$ 150,989</u>	<u>\$ (19,791)</u>	<u>\$ -</u>	<u>\$ 131,198</u>

Risk Management

The Agency is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Agency was a member of the following public-entity risk pools, currently operating as a common risk management and insurance programs for member school districts, school administrative units and similar government-supported agencies.

The *New Hampshire Public Risk Management Exchange (Primex³) Workers' Compensation and P/C GROUP* are pooled risk management programs under RSA 5-B and RSA 281-A. The coverage period runs from July 1, 2020 to July 1, 2021. The pool's board has determined to retain risks

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 2 – ASSETS (CONTINUED)

Risk Management (Continued)

based on the aggregate exposure and has allocated resources based on actuarial analysis for that purpose. A summary of coverages provided during the fiscal year by *Primex*³, deductibles, contributions, claims paid and credits or balances due are available from the Agency upon request.

Estimated net contribution billed for the year ending July 1, 2021 are as follows:

Property/Liability	\$	5,043
Workers' Compensation	\$	2,829

The Member Participation Agreement permits *Primex*³ to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex*³ foresees no likelihood of an additional assessment for this or any prior year. Claims have not exceeded insurance coverage in any of the past years.

NOTE 3 - LIABILITIES

Line of Credit

During years ended June 30, 2021 and 2020, the Agency had a \$100,000 line of credit available, secured by substantially all business property other than real estate. The note includes a variable interest rate equal to the Wall Street Journal Prime Rate plus 2%. Outstanding balances at June 30, 2021 and 2020 were zero.

Cost-Sharing Defined Benefit Pension Plan

Full-time employees participate in the State of New Hampshire Retirement System (NHRS), a public employee retirement system that administers one cost-sharing multiple-employer defined benefit pension plan (Pension Plan) and four separate cost-sharing multiple-employer postemployment medical subsidy healthcare plans. The Pension Plan was established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The Pension Plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters and permanent police officers within the State are eligible and required to participate in the Pension Plan.

Full-time employees of political subdivisions, including counties, municipalities and school districts, are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute

NORTH COUNTRY EDUCATION SERVICES AGENCY
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 3 – LIABILITIES (CONTINUED)

11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system’s unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2019 through June 30, 2021 are as follows:

	Group I		
	Pension	Medical Subsidy	Total
Employees	11.08%	0.30%	11.38%
Teachers	15.70%	1.66%	17.36%

For reporting purposes, the Agency recognizes their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense. Estimated collective amounts have been allocated by NHRS based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total pension liabilities, the NHRS’s fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System’s Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: <https://www.nhrs.org> and <https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>.

Benefit amounts and eligibility requirements for the cost-sharing multiple-employer postemployment medical subsidy plan (OPEB Plan) are set by state law (RSA 100-A:52, RSA 100-A:52-a and RSA 100-A:52-b), and members are designated in statute by type. The four membership types re Group II, Police Officers and Firefighters; Group I, Teachers; Group I, Political Subdivision Employees; and group I, State Employees. The OPEB Plan provides a medical insurance subsidy to qualified retired members.

The medical insurance subsidy is a payment made by NHRS to the former employer or its insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certified dependent children with a disability who are living in the household and being cared for by the retiree. If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid. If the health insurance premium amount exceeds the medical subsidy amount, then the retiree or other qualified person is responsible for paying any portion that the employer does not pay.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 3 – LIABILITIES (CONTINUED)

Cost-Sharing Defined Benefit Pension Plan (Continued)

Group I benefits are based on creditable service, age and retirement date. Group II benefits are based on hire date, age and creditable service. The OPEB plan is closed to new entrants.

Maximum medical subsidy rates paid during fiscal years 2019-2021 (the most recently available valuation dates) were as follows:

- For qualified retirees not eligible for Medicare, the amounts were \$375.56 for a single-person plan and \$751.12 for a two-person plan.
- For those qualified retirees eligible for Medicare, the amounts were \$236.84 for a single-person plan and \$473.68 for a two-person plan.

For reporting purposes, the Agency recognizes their proportionate share of collective OPEB liability, deferred outflows of resources, deferred inflows of resources and OPEB expense. However, those amounts were not available for inclusion in this report. As provided in the reports above, collective amounts have been allocated based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: <https://www.nhrs.org> and <https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>.

NOTE 4 - NET ASSETS

Board Designated for Equipment

During the 2020 fiscal year, the board established a reserve for equipment replacements. Balances in the reserve account as of June 30, 2021 and 2020 available for that purpose were \$5,000 and \$2,500, respectively.

Board Designated for Building Improvements

The Board has designated amounts for building repairs and improvements. Balances of the reserve account available for that purpose as of June 20, 2021 and 2020 were \$86,664 and \$86,664 respectively.

NORTH COUNTRY EDUCATION SERVICES AGENCY
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 4 - NET ASSETS (CONTINUED)

Net Assets with Donor Restrictions

Restricted for Program Purposes. Net assets restricted by grantors for program purposes include the following:

	2021	2020
NHCTA	\$ 254,071	\$ 255,847
Coos County Director's Network	130,190	115,365
Paycheck Protection Program	-	38,737
SEL	-	32,695
Tillotson - Hi SET	-	370
PDG	144,717	-
NCP for SEL	51,747	-
School Counselors	18,715	-
Coos Coalition	181,590	-
	\$ 781,030	\$ 443,014

NOTE 5 - SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally State oversight agencies or the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Agency. The amount which may be disallowed by the grantor cannot be determined at this time although the Agency expects such amounts, if any, to be immaterial.

SUPPLEMENTARY INFORMATION

NORTH COUNTRY EDUCATION SERVICES AGENCY
COMPARATIVE SCHEDULE OF PENSION OBLIGATIONS
AS OF JUNE 30, 2021

Estimated future pension obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

		Actuarial Valuation as of June 30,							
		2013	2014	2015	2016	2017	2018	2019	2020
Proportionate share		0.03138606%	0.03000652%	0.02908921%	0.02839177%	0.02942595%	0.02299710%	0.02536250%	0.02078124%
Employer contribution		\$ 78,043	\$ 97,348	\$ 97,590	\$ 101,665	\$ 107,800	\$ 97,199	\$ 89,370	\$ 92,319
Net Pension Liability		\$ 1,350,788	\$ 1,126,320	\$ 1,152,377	\$ 1,509,759	\$ 1,447,166	\$ 1,107,357	\$ 988,133	\$ 1,329,200
Deferred outflows of resources:									
Differences between expected and actual experience	base year		-	-	4,196	3,281	8,839	5,464	35,895
Net difference between projected and actual investment earnings on pension plan investments	base year		-	-	94,458	145,315	-	-	82,212
Changes of assumptions	base year		-	-	185,803	36,237	76,635	35,454	131,484
Changes in proportion and differences between employer contributions and share of contributions	base year		-	-	-	-	27,148	18,059	18,259
Total deferred outflows of resources		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 284,457</u>	<u>\$ 184,833</u>	<u>\$ 112,622</u>	<u>\$ 58,977</u>	<u>\$ 267,850</u>
Deferred inflows of resources:									
Differences between expected and actual experience	base year		-	25,288	19,065	18,418	8,966	21,248	14,272
Net difference between projected and actual investment earnings on pension plan investments	base year		144,114	30,799	-	18,430	25,625	8,072	-
Changes in proportion and differences between employer contributions and share of contributions	base year		48,784	69,834	75,311	51,814	258,881	267,851	174,565
Total deferred inflows of resources		<u>\$ -</u>	<u>\$ 192,898</u>	<u>\$ 125,921</u>	<u>\$ 94,376</u>	<u>\$ 88,662</u>	<u>\$ 293,472</u>	<u>\$ 297,171</u>	<u>\$ 188,837</u>
Pension expense:									
Proportionate share of plan pension expense	base year		76,366	74,458	166,542	153,526	110,012	122,480	198,014
Net amortization of deferred amounts from changes in proportion and differences between employer contributions and proportionate share of contributions	base year		(10,588)	(17,788)	(23,497)	(14,409)	(75,601)	(94,990)	(81,836)
Total employer pension expense		<u>\$ -</u>	<u>\$ 65,778</u>	<u>\$ 56,670</u>	<u>\$ 143,045</u>	<u>\$ 139,117</u>	<u>\$ 34,411</u>	<u>\$ 27,490</u>	<u>\$ 116,178</u>

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports>. As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2021, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid from operations as they become due.

NORTH COUNTRY EDUCATION SERVICES AGENCY
 COMPARATIVE SCHEDULE OF OTHER POST-EMPLOYMENT BENEFIT (OPEB)
 AS OF JUNE 30, 2021

Estimated future OPEB obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	Actuarial Valuation as of June 30,				
	2016	2017	2018	2019	2020
Proportionate share	0.03170407%	0.03325286%	0.00185088%	0.01601588%	0.01741811%
Employer contribution	\$ 18,422	\$ 19,709	\$ 8,187	\$ 7,309	\$ 8,085
Net OPEB Liability	\$ 153,481	\$ 152,043	\$ 84,742	\$ 70,215	\$ 76,241
Deferred outflows of resources:					
Differences between expected and actual	base year	-	497	-	-
Net difference between projected and actual investment earnings on OPEB plan investments	base year	-	-	-	285
Changes of assumptions	base year	-	-	-	490
Changes in proportion and differences between employer contributions and share of contributions	base year	2,253	-	-	765
Total deferred outflows of resources	\$ -	\$ 2,253	\$ 497	\$ -	\$ 1,540
Deferred inflows of resources:					
experience	base year	-	-	122	221
Net difference between projected and actual investment earnings on OPEB plan investments	base year	480	269	79	-
Changes in proportion	base year	-	14,348	1,213	-
Total deferred inflows of resources	\$ -	\$ 480	\$ 14,617	\$ 1,414	\$ 221
OPEB expense:					
Proportionate share of plan OPEB expense	base year	11,253	7,805	4,595	7,189
Net amortization of deferred amounts from changes in proportion	base year	5,245	(51,026)	(24,519)	4,187
Total employer OPEB expense	\$ -	\$ 16,498	\$ (43,221)	\$ (19,924)	\$ 11,376

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net OPEB liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at:

<https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>

As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2021, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid by current appropriations as they become due.



Board of Directors
FY 2022-2023

Dr. Marion Anastasia
Superintendent SAU 36

Judith McGann
Finance Member
Superintendent SAU 68

David Backler
NCES Board President
Finance Member
Superintendent SAU 20

Randall Pillotte
Member at Large
Tri-County CAP

Paul Bousquet
Member at Large

Robin Scott
Member at Large
WMCC-Berlin

William Hart
Superintendent SAU 84

Kate Harrington Segal
Superintendent SAU 35

Ronna HasBrouck
Vice President
Superintendent SAU 58

Pamela Stimpson
Superintendent Designee SAU 9
Director of Special Services SAU 9

Leah Holz
District Administrator SAU 77

Dr. Debra Taylor
Superintendent SAU 7

Bernard Keenan
Member at Large

Alicia Villeneuve
Member at Large

Kathleen Kelley
Finance Member
Member at Large
NCES Treasurer/Secretary

Robert Mills
Finance Member &
Member at Large

Julie King
Finance Member
Superintendent SAU 3

Gayle M Theberge

Contact	Objective
PO Box 118 Milan, NH 03588	To ensure quality education for all who enter the doors of Coos Adult Education and Literacy
Education	Experience
White Mountain Community College, Berlin NH 03570	2019-2023 Director Coos Adult Education and Literacy 2008-2019 Coordinator of Coos Adult Education and Literacy
Key Skills	Communication
Marketing Education Budgets	Presentations to area agencies such as Kiwanis, Granite United Way, Berlin Public School Systems, WIOA partner meetings
	Leadership
	COABE, NHADAEA, WMCC Advisory
	References
	[Available upon request.]