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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
TEL. (603) 271-6699
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May 26, 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 America's Youth Teenage Unemployment Reduction Network (dba My Turn) (VC#166581), Manchester, New Hampshire in an amount not to exceed \$361,850.55 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 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.

Account #s	FY24	FY25	FY26
06-56-56-562010-40370000-072-500575 Grants Federal	\$40,974.37	\$42,203.61	\$43,469.71
06-56-56-562010-40390000-601-500931 State Fund Match	\$76,095.27	\$78,378.12	\$80,729.47
Total	\$117,069.64	\$120,581.73	\$124,199.18

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

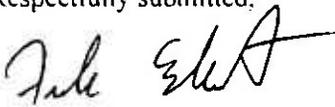
His Excellency, Governor Christopher T. Sununu
And The Honorable Council
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school districts and one governmental agency based on applications received from eligible organizations that met the criteria for funding. Two agencies submitted two separate 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. My Turn has assisted more than 22,000 economically, socially and educationally disadvantaged youth since 1984. Three years ago, My Turn started an adult basic and secondary education program for adults under WIOA for the greater Manchester region and served more than 100 learners each year.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

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

Name of bidders The following list are applicants who met the minimum standards required under WIOA by providing demonstrated effectiveness:	***Proposed Price
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	\$359,961.65
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	

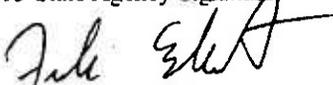
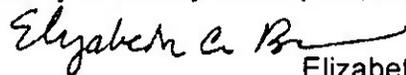
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 America's Youth Teenage Unemployment Reduction Network, Inc.		1.4 Contractor Address 340 Granite Street Manchester, NH 03102	
1.5 Contractor Phone Number 603-321-3416	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$361,850.55
1.9 Contracting Officer for State Agency Sarah Wheeler		1.10 State Agency Telephone Number 603-271-6701	
1.11 Contractor Signature  Date: 05/25/2023		1.12 Name and Title of Contractor Signatory Allison Joseph Executive Director	
1.13 State Agency Signature  Date: 6/6/2023		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: 6/1/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

America's Youth Teenage Unemployment Reduction Network (dba My Turn) in Manchester, 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

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.

EXHIBIT C

METHOD OF PAYMENT

Budget

	FY24	FY25	FY26	Total
Salaries	\$81,941.08	\$84,399.31	\$86,931.29	\$253,271.68
Benefits	\$21,057.80	\$21,689.53	\$22,340.22	\$65,087.55
Other Purchased Property Service	\$2,160.00	\$2,224.80	\$2,291.54	\$6,676.34
Supplies	\$4,252.00	\$4,379.56	\$4,510.95	\$13,142.51
Indirect Costs	\$7,658.76	\$7,888.53	\$8,125.18	\$23,672.47
Total	\$117,069.64	\$120,581.73	\$124,199.18	\$361,850.55

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	\$40,974.37	\$42,203.61	\$43,469.71
06-56-56-562010-40390000-601-500931 State Fund Match	\$76,095.27	\$78,378.12	\$80,729.47

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.

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

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

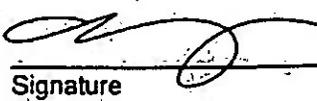
EXHIBIT H

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:



Signature

Local Director of Project:

Signature

Date Signed: 03/24/2023



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 America's Youth Teenage Unemployment Reduction Network will ensure be taken should the Adult Education application be funded.

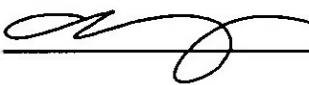
The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

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.

1. Ensuring accessibility of facilities and programs for all students, teachers, and other stakeholders, by eliminating natural barriers for the enhancement of mobility and accessibility.
2. Staff Development for teaching students in the least restrictive environment.
3. Providing academic adjustments and modifications in curriculum and instruction, as needed.
4. Provide adaptive equipment, as needed.
6. Utilizing classroom assistants and tutors to enhance inclusionary practices, as needed.

Project Director: (Name and Title) Allison Joseph, Executive Director

Signature of Project Director:  _____ Date: 05/25/2023

Type text here

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, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on April 07, 2004. 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: 471109

Certificate Number: 0004913526



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Butch Locke, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
America's Youth Teenage Unemployment Reduction Network, Inc.. I hereby certify the
following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on November 18, 2013,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Allison Joseph, Executive Director (may list more than one person) is
(Name and Title)

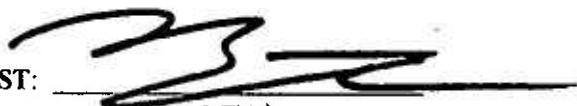
duly authorized to enter into contracts or agreements on behalf of

America's Youth Teenage Unemployment Reduction Network, Inc. with the State of
(Name of Corporation)

New Hampshire and any of its agencies or departments and further is authorized to
execute any documents which may in his/her judgment be desirable or necessary
to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. 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: 5/25/13

ATTEST: 
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

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

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

PRODUCER Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	CONTACT NAME: PHONE (A/C, No, Ext): 888-850-9400 FAX (A/C, No): 866-795-8016 E-MAIL ADDRESS: MMA.NewEngland.Cert@marshmc.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED America's Youth Teenage Unemployment Reduction Network, Inc. 1019 Crescent Street Brockton MA 02301	INSURER A: Philadelphia Insurance Company	NAIC # 23850
	INSURER B: Hanover Service Center	22292
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 657499534** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			8/24/2022	8/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8/24/2022	8/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8/24/2022	8/24/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	8/23/2022	8/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: EIN# 22-2565777

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.
d/b/a MY TURN, INC.**

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

(WITH ACCOMPANYING INDEPENDENT AUDITORS' REPORT)

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.**

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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Bruce D. Norling, CPA, P.C.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

We have audited the accompanying financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (a nonprofit organization), which comprise the statements of financial position as of as of June 30, 2021 and 2020 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 the Organization 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.

Other Matter***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the Uniform Guidance and is 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 25, 2022 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in 2021, the Organization adopted ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), as amended. Our opinion is not modified with respect to these matters.

Bruce D. Norling, CPA, P.C.

July 25, 2022

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash & Cash Equivalents	\$ 260,967	\$ 62,261
Accounts Receivable	151,210	181,957
Prepaid Expenses	1,261	871
TOTAL CURRENT ASSETS	413,438	245,089
FIXED ASSETS		
Software	1,658	1,658
Computer Equipment	7,882	7,882
Office Equipment	23,040	23,040
Furniture and Fixtures	2,091	2,091
Less: Accumulated Depreciation	(34,671)	(34,671)
TOTAL NET FIXED ASSETS	-	-
OTHER ASSETS		
Deposits	12,425	6,874
TOTAL ASSETS	\$ 425,863	\$ 251,963
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accrued Expenses	\$ 14,481	\$ 19,571
Accrued Payroll and Related Expenses	43,111	29,996
PPP Loan Payable	243,077	-
TOTAL CURRENT LIABILITIES	300,669	49,567
NET ASSETS		
With Donor Restrictions	122,333	43,518
Without Donor Restrictions	2,861	158,878
TOTAL NET ASSETS	125,194	202,396
TOTAL LIABILITIES AND NET ASSETS	\$ 425,863	\$ 251,963

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
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
PUBLIC SUPPORT AND REVENUES						
Contributions	\$ 27,010	\$ 144,000	\$ 171,010	\$ 59,647	\$ 69,000	\$ 128,647
Grants	13,000	-	13,000	53	-	53
Federal and State funding	1,601,715	-	1,601,715	1,640,461	-	1,640,461
Special Events	-	-	-	8,635	-	8,635
Donated Services and Space	48,680	-	48,680	73,710	-	73,710
Interest Income	15	-	15	-	-	-
Net Assets Released from Restrictions	65,185	(65,185)	-	35,793	(35,793)	-
TOTAL	1,753,605	78,815	1,832,420	1,816,299	33,207	1,849,506
EXPENSES						
Administration	236,321	-	236,321	179,771	-	179,771
Fundraising	222	-	222	1,675	-	1,675
Program Services	1,673,079	-	1,673,079	1,632,226	-	1,632,226
TOTAL	1,909,622	-	1,909,622	1,813,672	-	1,813,672
CHANGES IN NET ASSETS	(156,017)	78,815	(77,202)	2,627	33,207	35,834
NET ASSETS, Beginning of Year	158,878	43,518	202,396	158,251	10,311	168,562
NET ASSETS, End of Year	\$ 2,861	\$ 122,333	\$ 125,194	\$ 158,878	\$ 43,518	\$ 202,396

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE, 30 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ (77,202)	\$ 35,834
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided By (Used In) Operating Activities:		
Changes in Operating Assets:		
(Increase) Decrease in Accounts Receivable	30,747	(38,965)
(Increase) Decrease in Prepaid Expenses	(390)	(533)
Changes in Operating Liabilities:		
Increase (Decrease) in Accrued Expenses	8,025	11,826
Net Cash From Operating Activities	(38,820)	8,162
CASH FLOWS FROM (used In) FINANCING INVESTING ACTIVITIES		
Security Deposits	(5,551)	-
	(5,551)	-
CASH FLOWS FROM (used In) FINANCING ACTIVITIES		
Advances on Line of Credit	150,000	180,000
Repayments on Line of Credit	(150,000)	(180,000)
PPP Loan payable	243,077	-
Net Cash From (used in) Financing Activities	243,077	-
NET INCREASE (DECREASE) IN CASH	198,706	8,162
CASH, Beginning of year	62,261	54,099
CASH, End of year	\$ 260,967	\$ 62,261
SUPPLEMENTAL DISCLOSURE OF CASH FLOW:		
Interest Paid	\$ 991	\$ 3,133

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	\$ 86,973	\$ -	\$ 1,258,986	\$ 1,345,959
Occupancy	134,362	-	76,023	210,385
Supplies and support	1,986	222	338,070	340,278
Consultants and professional fees	13,000	-	-	13,000
Totals	\$ 236,321	\$ 222	\$ 1,673,079	\$ 1,909,622
	2020			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	\$ 80,494	\$ -	\$ 1,236,409	\$ 1,316,903
Occupancy	82,020	-	97,547	179,567
Supplies and support	4,666	1,675	298,270	304,611
Consultants and professional fees	12,591	-	-	12,591
Totals	\$ 179,771	\$ 1,675	\$ 1,632,226	\$ 1,813,672

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. have been prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Nature of Activities

America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency) is committed to assisting youth develop goals, skills and the confidence needed to transition successfully into post-secondary education or training and the world of work by providing school-to-career services. The Agency operates in partnership with a wide range of colleges and universities, as well as with government agencies at the local, state and national levels.

All of the Agency's services are provided to eastern Massachusetts and southern New Hampshire residents. The following program divisions are listed in order of relative importance based upon total program expenditures:

In-School and Out-of-School Youth – The In-School division provides youth, ages 16 to 21 who are currently in high school, the opportunity to develop strategies and tools and gain practical life skills to overcome obstacles and barriers to complete high school. The Out-of-School Youth division assists youth, ages 16 to 21 who are high school dropouts and/or unemployed, in developing strategies and tools and gaining life skills and work experience needed to overcome obstacles and barriers to employment through working with employers who can provide young adults with work-based learning in experiences and permanent jobs as well as mentoring, supervision and on-going training to succeed in the work place. In addition, the Agency provides higher education readiness opportunities and school training and education preparation for first generation college bound students for success in college.

Manufacturing Training Programs – The Manufacturing Training Programs are similar to the Out-of-School Youth Programs, but focus exclusively on preparing highly motivated young individuals for exciting careers in manufacturing through partnerships with several local industry partners.

Basis of Presentation

The statement of activities reports all changes in net assets, including changes in net assets without donor restrictions from operating activities. Operating revenues consist of those monies received and other contributions attributable to the Agency's ongoing efforts.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Revenue Recognition

Grants and contracts and program service fees are recognized as revenue as services are provided. Conditional promises to give and grants with stipulations that limit the use of the assets are not recognized until they become unconditional, that is, when the barrier(s) in the agreement are overcome. A contribution is conditional if an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets exists. The presence of both a barrier and a right of return or right of release indicates that a recipient is not entitled to the contribution until it has overcome the barrier(s) in the agreement. All other revenue is recorded when earned.

The Agency records grants, gifts and contributions as net assets with donor restrictions if they are received with stipulations that limit the use of the assets. When a donor 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 statement of activities and changes in net assets as net assets released from restrictions. Restricted contributions received where related restrictions are met in the same reporting period are classified as unrestricted revenue.

The Agency earns revenue as follows:

Contracts – Contract revenue is earned and recognized by the Agency when services are provided and billed under various agreements funded primarily by governmental agencies. All contracts are cost-reimbursement contracts, all with ceiling amounts. Under cost-reimbursement contracts, revenue recognition takes place as costs related to the services provided are incurred. Billings on the contracts are subject to final approval by the governmental agency.

Grants – The Agency records grant revenue over the period of the award and the provisions of the grant determine the timing of revenue recognition. Amounts that have been received but not earned are included in deferred revenue.

Program Service Fees – Program service fee revenue is earned and recognized by the Agency when services are provided and billed.

PPP Loan – The Agency accounts for forgivable Loans (Paycheck Protection Program) as debt in accordance with ASC470. The forgiveness of debt, in whole or in part, is legally released from the liability by the SBA. When debt is forgiven, it's record as a Gain on Extinguishment of Debt, and presented on the Statement of Activities.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Accounts Receivable

The Agency carries its accounts receivable at an amount equal to uncollected but earned revenue less an allowance for doubtful accounts. On a periodic basis, the Agency evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on an assessment of collectability. As of June 30, 2021, management has determined no allowance for doubtful accounts is necessary.

Basis of Presentation

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the Agency, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net Assets with Donor Restrictions

Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the organization must continue to use the resources in accordance with the donor's restrictions.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of building or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Agency, unless the donor provides more specific directions about the period of its use.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Revenues are reported as net assets without donor restrictions if the donor-imposed restrictions are met in the same reporting period. Expenses are reported as decreases in net assets without donor restrictions.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Nonprofit Status and Income Taxes

America's Youth Teenage Unemployment Reduction Network, Inc. qualifies as an organization formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code and, therefore, is not subject to income tax. The Agency is not a private foundation under Section 509(a)(1). Certain unrelated business income as defined in the Internal Revenue Code, is subject to federal income tax. For the year ended June 30, 2021, there was no liability for tax on unrelated business income.

The Agency is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Agency's federal and state income tax returns are generally open to examination for the last three years.

Fundraising

Fundraising relates to the activities of raising general and specific contributions to the Agency and promoting special events.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are allocated to programs and supporting services. Administration expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Agency. Occupancy costs are allocated to functions based upon full-time equivalents. Payroll and associated costs are allocated based on time studies.

Advertising Costs

The Agency expenses advertising costs when they are incurred. Advertising expense was immaterial for the years ended June 30, 2021 and 2020.

Use of Estimates

In preparing the Agency's financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Agency considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Agency maintains its cash deposit balances in banks located in Massachusetts. The Agency's balances

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

occasionally exceed those limits. Management feels there is no risk as the chance of loss is remote.

Fixed Assets and Amortization/Depreciation

Fixed assets are recorded at cost or, if donated, fair value on the date of receipt. Amortization and depreciation are provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. Improvements, including planned major maintenance activities are capitalized, while expenditures for routine maintenance and repairs are charged to expense as incurred. The Agency computes amortization and depreciation using the straight-line method over the estimated useful life.

Donated Items and Services

The Agency received donated program space (occupancy) amounting to \$46,680 and \$73,710 for the years ended June 30, 2021 and 2020, respectively. Amounts are recorded at estimated reasonable rates of costs which would have been involved had the facilities been rented.

Fair Value Measurements

The Agency determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in accordance with generally accepted accounting principles. This policy establishes a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The Agency values its qualifying assets and liabilities using Level 1 inputs. Level 1 inputs reflect unadjusted quoted prices in active markets for identical assets at the measurement date. A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

The Agency is required to apply the provisions of U.S. generally accepted accounting principles to fair value measurements for nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a non-recurring basis. The Agency has no nonfinancial assets or liabilities required to be accounted for on a non-recurring basis as of June 30, 2021.

Change in Accounting Principles

In May 2014, FASB issued ASU 2014-09, Contracts with Customers (Topic 606) as amended. ASU 2014-09 establishes a new model for all entities for recognizing revenue arising from contracts with customers. The objective of the new model is to recognize revenue in a manner that depicts the transfers of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Agency adopted and implemented ASU 2014-09 in the accompanying financial statements. Analysis

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

of various provisions of the adopted ASU resulted in no changes in the way the Agency recognizes revenue. The presentation and disclosures of revenue have been enhanced in accordance with the ASU.

Upcoming Accounting Pronouncements

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. The ASU's core principle is to increase transparency and comparability among organizations by recognizing leased assets and liabilities on the statements of financial position and disclosing key information. ASU 2016-02 will be effective for fiscal years beginning after December 15, 2021, with early adoption permitted.

Management is currently evaluating the effect that these new standards will have on the Organization's financial statements and related disclosures.

2. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2021 and June 30, 2020 are:

Financial assets:	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 260,967	\$ 62,261
Accounts Receivable	<u>151,210</u>	<u>181,957</u>
Total financial assets	412,177	244,218
Less:		
Net assets with donor restrictions	<u>122,333</u>	<u>43,518</u>
Financial assets available to meet general Expenditures within one year:	<u>\$ 289,844</u>	<u>\$ 200,700</u>

The Agency has \$412,177 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The Agency keeps its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Agency has a goal of maintaining a cash balance of 30 days on hand to meet its normal operating expenses, which are, on average, \$159,135.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

3. PAYCHECK PROTECTION PROGRAM LOAN

Prior to year-end, the Organization applied for and received a \$243,077 loan under the Paycheck Protection Program created as part of the relief efforts related to COVID-19 and administered by the Small Business Administration. MY TURN has recorded a note payable and will record forgiveness upon being legally released from the loan obligation. Principal and interest payments (at 1%) will be required through the maturity date of February 1, 2026. The Organization has not yet received forgiveness approval.

4. LINE OF CREDIT

The Agency has available a demand line of credit with Rockland Trust Company (a Massachusetts bank) of \$100,000 to be drawn upon as needed, with interest at the bank's base lending rate plus 3.00%, or 6.75% as of June 30, 2021. The line is secured by the Agency's general business assets. The outstanding balance on the line of credit as of June 30, 2021 and 2020 was \$0.

5. LEASE COMMITMENTS

Rent expense for the years ended June 30, 2021 and 2020 was \$118,644 and \$66,672 respectively. The Agency leases various spaces as a tenant at will.

6. DEFINED CONTRIBUTION PLAN

The Agency has a defined contribution pension plan that qualifies as a tax-sheltered account under Section 401(k) of the Internal Revenue Code for the benefit of eligible employees. Salaried employees that are at least 21 years old are eligible to participate in this plan upon hire. Under the plan, benefit eligible employees can invest pre-tax dollars. The employees are not taxed on contributions or earnings until they receive distributions from the account. The Agency made no contributions under this plan for 2021 and 2020.

7. REVENUE

All of the Agency's revenue is derived from its activities in Massachusetts and New Hampshire. During the year ended June 30, 2021 and 2020, the Agency derived approximately 9% and 6% of its total revenue from foundations and individual donors, 88% and 89% from governmental agencies and 3% and 5% from other sources, respectively.

8. RELATED PARTY TRANSACTION

There were no related party transactions during fiscal year 2021 or 2020.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

9. COMMITMENTS AND CONTINGENCIES

The Agency receives most of its funding from government agencies under cost reimbursement programs. The ultimate determination of amounts received under these programs generally is based upon allowable costs reported to and audited by the government. Until such audits, if any, have been completed, and final settlement reached, there exists a contingency to refund any amount received in excess of allowable costs. Management is of the opinion that no material liability will result from such audits.

The Agency's operations are concentrated in the social service provider field. As such, the Agency operates in a heavily regulated environment. The operations of the Agency are subject to administrative directives, rules and regulations of federal, state and local regulatory agencies including, but not limited to the United States Department of Labor, Employment and Training Administration passed through the New Hampshire Department of Education.

Such administrative directives, rules and regulations are subject to change by an act of Congress, act of the state and local legislature or an administrative change mandated by the government departments listed above. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden to comply with a change. Additionally, contractual funding may decrease or be withdrawn with little notice.

10. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of resources available to meet future obligations, but only in compliance with the restrictions specified by donors. Donor restrictions limit the use of the resources to the youth programs for which they are designated.

11. MANAGEMENT PLANS TO FINANCE OPERATIONS

Management of the Agency is aware of the net asset balance and has plans to finance future operations. These plans include additional fundraising efforts and closely monitoring expenses. Due to the untimely collection of receivables, the Agency has a demand line of credit with Rockland Trust to be drawn upon if needed. Management believes it has sought adequate resources for the fiscal year ended June 30, 2022 and June 30, 2023 to support its operating budgets if needed.

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

12. COVID-19

During the current year-end, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The pandemic is having significant effects on global markets, supply chains, businesses, and communities. At this stage, the impact on operating results has not been significant. The Agency will continue to follow the various government policies and advice and, in parallel, will do its utmost to continue operations in the best and safest way possible.

13. SUBSEQUENT EVENTS

The Agency did not have any recognized or non-recognized subsequent events after June 30, 2021, the date of the statement of financial position. Subsequent events have been evaluated through May 25, 2022, the date the financial statements were available to be issued.

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

FEDERAL GRANTOR / PASS-THROUGH GRANTOR / PROGRAM TITLE	PROGRAM TYPE	FEDERAL CFDA NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	TOTAL FEDERAL AWARDS EXPENDED
U.S DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION				
Passed through State of New Hampshire Department of Education Division of Career Technology and Adult Learning WIAO Cluster				
WIOA Youth Activities			06-56-56510-4095-102-500731	\$ 1,040,134
Passed through North Central Mass. Workforce Investment Board				
WIOA Youth Activities			N/A	147,932
TOTAL US DOL, WIOA Youth Activities, WIOA Cluster	A	17,259		1,188,066
U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT				
Passed through City of Rochester, NH				
Community Development Block Grants / Entitlement Grants	B	14.218	N/A	4,000
CDBG Cares Act	B	14.218.119	N/A	6,000
U.S DEPARTMENT OF EDUCATION	B	84.002		33,023
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 1,231,089

NOTES TO SCHEDULE OF FEDERAL AWARDS

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of America's Youth Teenage Unemployment Reduction Network, Inc., d/b/a My Turn, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Because the schedule presents only a selected portion of the operations of My Turn, it is not intended to and does not present financial position, changes in net assets, or cash flows of My Turn.

Note 2. Summary of Significant Accounting Policies

A. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. My Turn has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

B. My Turn, Inc. identified the larger Federal Programs (Type A programs) as those programs that exceed \$750,000. All other programs are labeled as Type B programs.

Bruce D. Norling, CPA, P.C.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 25, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bruce D. Norling, CPA, P.C

July 25, 2022

Bruce D. Norling, CPA, P.C.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

Report on Compliance for Each Major Federal Program

We have audited America's Youth Teenage Unemployment Reduction Network, Inc.'s (the Agency) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2021. The Agency's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.

Opinion on Each Major Federal Program

In our opinion, the Agency complied, in all material respects, with the types of the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bruce D. Norling, CPA, P.C

July 25, 2022

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021**

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency).
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the Agency were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditors' report on compliance for the major federal award programs for the Agency expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Uniform Guidance are reported in this schedule.
7. The program tested as major program was:
U.S. Department of Labor: WIOA Youth Activities (CFDA #17.259)
8. The threshold for distinguishing Types A and B programs was \$750,000. Type A programs are those that exceed \$750,000.
9. The Agency was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT – NONE

C. FINDINGS – MAJOR FEDERAL AWARD PROGRAMS – NONE

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2021**

Prior Audit Findings: None



for Opportunity and Success

**MY TURN Governing Board Membership
All Positions are Voluntarily Held**

Barry Garside, President

3 years of service

Associate Vice President Academic Affairs,
Nashua Community College

Patrick Queenan, Director

5 years of service

Trial Attorney Criminal Division, United States
Department of Justice

Angel Burgado, Vice President

4 years of service Vice President

Community Partnership Manager, Santander
Bank

Robin Remillard, Director

1 year of service

Realtor, East Key Realty

Butch Locke, Secretary

2 years of service

Strategic Operations Director, BAE Systems

Angelica Resto, Director

5 years of service

MY TURN Alumna, Branch Manager, Triangle
Credit Union

Anne Garside, Treasurer

3 years of service

Chief Actuary, Plymouth Rock Assurance

Robert Zak, Director

2 years of service

Operations Program Manager, BAE Systems

Andrew Brodeur

1 year of service

Vice President, Edge Connex

Justin Chauvin, Director

3 years of service

Regional Commercial Sales Representative,
Builder Installed Products

Jennifer Conroy, Director

1 year of service

Senior Director, Americas Sales Strategy &
Operations, Sitecore

Jon Mason, Director

6 years of service

Corporate Continuing Education Coordinator,
Nashua Community College

Mission Statement

Our mission is to help youth develop goals, skills and confidence needed to transition successfully into post-secondary education or training and the world of work.

Liz Kirwan



EXPERIENCE

MY TURN HiSET Academy — HiSET Instructor, Community Outreach Support, Data Integration Specialist

April 2022 - PRESENT

- Provide an array of instructional methodologies to various levels of adult students to ensure effective learning of all HiSET topics
- Conduct regular and consistent assessments to document student academic progress, achievement, and to identify focus areas
- Utilize multiple learning and assessment platforms from the NH DOE to collect, track, and report on student data quarterly
- Assist active and graduated students with career and post-secondary academic goals including resume and cover letter writing lessons
- Facilitate monthly community partner presentations around the needs of students including financial literacy, post-secondary planning, homeless and disability resources, and homeownership
- Maintain and provide extensive student outreach and support to ensure academic and personal success
- Advocate for student needs by connecting them to a multitude of community partners, services, and governmental agencies
- Create a system to compare and analyze student achievement data on HiSET exams to anticipate student outcomes and programmatic growth
- Align and develop new lessons, units, and assessments using best practices with the College and Career Readiness Standards along with the National Reporting System for Adult Education

Nashua High School South — English Language Learner (ELL) Teacher, District-Wide ELL Pedagogy Trainer

August 2021 - April 2022

- Instructed all levels of proficiency English Language Learners including pre-literate through advanced
- Implemented co-teaching model to collect action based research surrounding new ELL methodologies and pedagogy using Project Based Learning techniques and strategies
- Created, implemented, and facilitated monthly ELL accommodation and methodology trainings for mainstream colleagues at multiple schools and grade levels

AWARDS

2021 NH Teacher of the Year Nominee

2019 Community Partner Award Meelia Center
Community Engagement
Saint Anselm College

2017 Teacher of the Year,
Manchester HS West
Honored award by colleague and student submissions, committee selection process

LANGUAGES

Academic fluency in English and Spanish

SKILLS

1. Effective and concise communicator among a variety of audience groups including Board of School Committee members, elected officials, nonprofit agencies, community partners, administrators, colleagues, parents and students.
2. Ability to lead a team or individuals as a facilitator and trainer on multiple aspects of culturally responsive sustaining pedagogy topics and analyses.
3. Motivated to work with colleagues and community partners to learn and implement new aspects of teaching methodologies aligned with standards and expectations of program goals.

**Manchester High School West — English Learner (EL) Teacher,
Building Level Instructional Leader (BLIL), Culturally Responsive
Classroom Facilitator**

August 2013 - June 2021

EL Building Level Instructional Leader

Sept 2019 - June 2021

- Planned department meetings and professional development work for English Language learner staff and mainstream teachers
- Supervised student interns from area colleges/ universities
- Analyzed testing and educational data to revamp curriculum
- Implemented co-teaching model with mainstream teachers to build inclusive classrooms with culturally responsive sustaining pedagogies
- Provided resources and training to faculty on how to best accommodate English learners of varying proficiency levels
- Collaborated with the NH Department of Education on best practices for teaching English learners with cognitive impairments and/or autism
- Coordinated annual English proficiency testing (ACCESS for ELLs 2.0)
 - Recognized for highest percentage of student test outs in Manchester, 2017-2018

4. Willing to hold and facilitate difficult conversations surrounding race, equity, culture, forms of oppression, biases and microaggressions while focusing on empathetic approaches and building understanding using introspective and reflective techniques.

5. Capable of creating, tracking, and reporting student assessment data and statistics through multiple platforms and programs including Aspen, LACES, Canvas, DRC, PerformancePlus, i4see, PSI, ETS, Microsoft Office, and Google Apps for Education.

Culturally Responsive Classroom Facilitator

Sept 2019 - June 2021

- Facilitated weekly cross-disciplinary PLCs focusing on equity, diversity, and culturally responsive classrooms
- Coordinated professional development programming to assist staff in adapting curriculum and instruction to meet the needs of an increasingly diverse student population
- Implemented year-long equity training for faculty using nationally recognized consultants and curriculum
- Developed equity focused workshops facilitated by college professors, community nonprofit staff, local mental health professionals, and parents of LGBTQ youth

English Learner (EL) Teacher

August 2013 - June 2021

- Taught all English learner levels, including those with limited or interrupted formal education
- Screened and registered new students, determined appropriate class level placement, coordinated transcript translation and credit allocation
- Participated on cross-curricular committees charged with researching Advisory models and establishing a program at West
- Collaborated with university professors and colleagues to complete action research used to influence writing methodologies for EL secondary classrooms
- Developed thematic and PBL based curriculum surrounding equity and social justice themes

University of New Hampshire Manchester STEM Discovery Lab — Code Instructor, After School Program

October 2019 - June 2020

- Instructed high school ELs in STEM concepts and coding using Code. Org Computer Science Discoveries curriculum by adapting curriculum to reach all proficiency levels of English Learners
- Prepared students for public presentation of new STEM knowledge by engaging stakeholders using HTML language and Game Lab designs

Nashua High School North — English Language Learner (ELL) Long Term Substitute Teacher

April 2013 - June 2013

- Instructed all levels of English proficiency, beginner-transitional students
- Joined cooperative inter-department effort for curriculum development using Universal By Design (UBD) format
- Case managed special education and ESL identified students
- Collaborated with content and mainstream teachers to accommodate curriculum for ESL students

Adult ELL Teacher –Nashua Adult and Community School

January 2013 - January 2015

- Provided practical English instruction to adults seeking to improve their English language skills
- Developed and implemented English grammar curriculum
- Provided scaffolded learning support for multileveled students

Granite State Credit Union — Branch Coordinator, Nashua High School North

May 2009 - December 2012

- Supervised student interns in authentic and practical application environment
- Acted as a liaison between school staff and GSCU, provided push-in classroom support with financial literacy presentations and lessons
- Organized and facilitated annual CU4Reality financial literacy fair for all freshmen students
- Provided small group instruction for financial planning including budgeting, reading paychecks, understanding credit and other topics

EDUCATION/CERTIFICATIONS

Southern New Hampshire University — MS TEFL, ESOL Certified NH License #100166

January 2011 - May 2013

GPA 3.906

University of New Hampshire — BA Spanish & International Affairs, Minor Business Administration

August 2004 - December 2008

GPA Overall 3.16, GPA Major 3.6

Universidad de Sevilla and Universidad de Granada, Spain — Study Abroad

January 2007-December 2007

Wil Crabtree

Certified Educator



Work Experience

Actor

The Dark Woods - Milford, NH
September 2021 to Present

I work as an actor, interacting with the general public using improvisational comedy and acting, at The Dark Woods, a seasonal haunted event located within Trombly Gardens.

Enrichment Coordinator

Weare Middle School and Center Woods Upper Elementary School - Weare, NH
November 2019 to Present

I develop enrichment programs and opportunities including small group lessons, the Young Inventors Program, and Scripps National Spelling Bee.

Internship Program Coordinator/Advisor

Making Community Connections Charter School Manchester (Defunct) - Manchester, NH
January 2019 to October 2019

Developed and expanded community partnerships for work-based learning opportunities for high school students; Worked with students to develop interviewing and job readiness skills; Organized and updated files and databases; Notarize and submit criminal background check applications for internship mentors/school volunteers and submit NH Dept. of Labor clearance applications. (This charter school is permanently closed.)

IB Coordinator/VP

Western Australia International School System - Ho Chi Minh City, VN
2018 to 2019

Essentially working as an on staff foreign educational consultant, I completely rewrote an application for authorization to offer the International Baccalaureate Diploma Programme following failed attempts prior to joining the school; Developed school policies and documents; Worked closely with the IB Singapore Office to complete complex application documents.

IB Coordinator/Member of the Pedagogical Leadership Team

Sreenidhi International School - Hyderabad, Telangana
2016 to 2018

Managed all aspects of the International Baccalaureate Diploma Programme. Assisted the Head of School. Supervised and evaluated teachers.

Social Studies Teacher

Gila Bend Elementary School - Gila Bend, AZ

2015 to 2016

Middle School Social Studies teacher and middle school student government advisor.

History Teacher

Thuringia International School - Weimar, DE

2014 to 2015

History teacher for grades 7 through 12.

Teacher

Beijing No. 4 High School International Campus - Beijing, CN

2013 to 2014

Teacher of American history for grades 10 and 11.

History Teacher

Diocesan Boys' School - Hong Kong, HK

2011 to 2013

History teacher for grades 10 through 12.

Head of Humanities, Humanities and History Teacher

The American Embassy School of Lusaka Foundation - American International School of Lusaka - Lusaka, ZM

2007 to 2011

Head of Humanities Department; Teacher of Humanities and History courses for grades 9 through 12; Model United Nations Club director.

Office Manager/Clerk

National Property Inspections (Defunct Franchise) - Minford, OH

2005 to 2006

Museum Aide

Eisenhower National Historic Site National Park Service - Gettysburg, PA

2000 to 2000

Park Guide/Museum Aide

The American School in London - London

1999 to 2000

Lincoln Home National Historic Site National Park Service

Aide

American School in London - London

1999 to 2000

Substitute Teacher

Ball-Chatham School District - Chatham, IL

1997 to 1998

Stockroom Associate

Goody's Family Clothing - Athens, OH

1995 to 1996

Page

Portsmouth Public Library (Children's Dept. and Lucasville Branch) - Portsmouth, OH
1991 to 1993

Education

Certificate in Educational Leadership (Principal's Certification)

Antioch University New England - Keene, NH
2019

Master of Science in Multidisciplinary Studies in American/International Education

State University of New York - Buffalo State College - Buffalo, NY
2015

Master of Arts in History in Public History

University of Illinois at Springfield - Springfield, IL
2004

Bachelor of Specialized Studies in Applied History

Ohio University - Athens, OH
1997

Skills

- Teaching
- CPR
- Organizational Skills
- Experience Working With Students
- Library Services
- Program Development
- Databases
- Classroom Management
- Curriculum Development
- Presentation Skills
- Mentoring
- Administrative Experience
- Tutoring
- Event Planning
- Team Work
- Reliability
- Flexibility
- Problem-solving