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MLC



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
FAX (603) 271-3454

May 24, 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 International Institute of New England (VC#177551), Manchester, New Hampshire in an amount not to exceed \$780,833.85 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval from July 1, 2023 through June 30, 2026. **35% Federal Funds, 65% General Funds.**

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

Account #s	FY24	FY25	FY26
06-56-56-562010-40370000-072-500575 Grants Federal	\$88,418.21	\$91,070.76	\$93,802.88
06-56-56-562010-40390000-601-500931 State Fund Match	\$164,205.25	\$169,131.40	\$174,205.35
Total	\$252,623.46	\$260,202.16	\$268,008.23

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

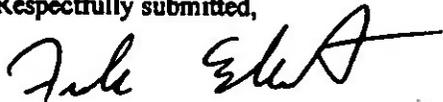
His Excellency, Governor Christopher T. Sununu
And The Honorable Council
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school districts and one governmental agency based on applications received from eligible organizations that met the criteria for funding. Two agencies submitted two separate 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. International Institute of New England has been providing services to refugees and immigrants in Massachusetts and New Hampshire for more than a century. Since 1924, they have provided support, education, training, and job placement for tens of thousands of new Americans.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

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

Name of bidders	***Proposed Price
The following list are applicants who met the minimum standards required under WIOA by providing demonstrated effectiveness:	
America's Youth Teenage Unemployment Reduction Network (dba My Turn)	\$849,055.84
Ascentria Community Services, Inc.	\$811,907.88
Derry SAU 10	\$216,166.73
Dover SAU 11	\$915,356.30
Exeter SAU 16	\$546,171.38
Governor Wentworth SAU 49	\$339,771.55
Holy Cross Family Learning Center	\$289,951.15
International Institute of New England	\$2,369,132.81
Keene SAU 29	\$448,607.86
Laconia SAU 30	\$287,419.44
Lebanon SAU 88	\$461,456.51
Littleton SAU 84	\$350,735.87
Nashua Adult Learning Center	\$1,778,984.87
NH Dept of Corrections	\$214,213.34
North Country Education Services	\$359,961.65
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.

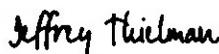
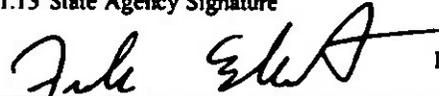
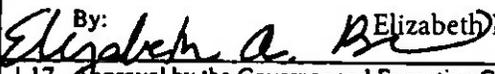
Berlin	1	Littleton	1
Claremont	1	Manchester	4
Concord	2	Nashua	1
Conway	1	Portsmouth	2
Corrections	1	Salem	2
Keene	1	Somersworth	1
Laconia	2	Statewide	1
		Online	

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 International Institute of New England, Inc.		1.4 Contractor Address 470 Pine Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-647-1500	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$780,833.85
1.9 Contracting Officer for State Agency Sarah Wheeler		1.10 State Agency Telephone Number 603-271-6701	
1.11 Contractor Signature  Date: 5/19/2023		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President & CEO	
1.13 State Agency Signature  Date: 06/08/2023		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 Brown On: 06/08/2023			
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.

International Institute of New England 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	\$174,911.55	\$180,158.90	\$185,563.67	\$540,634.12
Benefits	\$40,229.62	\$41,436.51	\$42,679.61	\$124,345.74
Purchase Property Services	\$6,094.73	\$6,277.57	\$6,465.90	\$18,838.20
Other Purchased Property Service	\$1,194.00	\$1,229.82	\$1,266.71	\$3,690.53
Supplies	\$5,693.80	\$5,864.61	\$6,040.55	\$17,598.96
Property	\$1,533.99	\$1,580.01	\$1,627.41	\$4,741.41
Indirect Costs	\$22,965.77	\$23,654.74	\$24,364.38	\$70,984.89
Total	\$252,623.46	\$260,202.16	\$268,008.23	\$780,833.85

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	\$88,418.21	\$91,070.76	\$93,802.88
06-56-56-562010-40390000-601-500931 State Fund Match	\$164,205.25	\$169,131.40	\$174,205.35

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. 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>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The 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

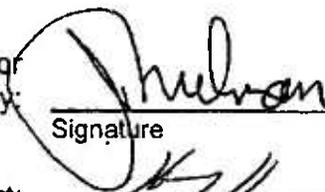
EXHIBIT H

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 Terms and Conditions

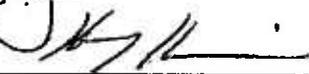
The organization will accept the terms and conditions of the State of New Hampshire's standard Contract Agreement/General Provisions (Form P-37).

Superintendent of Schools or
Chief Officer of Agency:



Signature

Local Director of Project:



Signature

Date Signed:

3/22/23

EXHIBIT I

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

This attestation outlines the steps that International Institute of New England 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. Develop and administer a pre-participation survey translated into multiple languages with class cycle registration materials to identify special access needs-such as wheelchair access or the need for an interpreter of a specific language.
2. Develop and implement a strategic plan to address the identified special access needs indicated by registrants prior to every class cycle. Any in-person class cycles will be held in ADA accessible facilities or delivered remotely. IINE will facilitate digital literacy and access to technologies, as needed, to meet student needs in remote classes.
3. Coordinate and offer ADA and ADEi training for program staff. IINE staff are highly trained and experienced in working with limited English proficiency populations.
4. Continue to hire, recruit, and involve individuals from ethnic minority groups, bilingual individuals, clients, and individuals with disabilities to plan, implement, and evaluate program services.
5. Develop or acquire and disseminate culturally relevant and sensitive curriculum and program information materials. Survey students in the classes to determine curriculum topics and inform decisions about program design whenever possible.
6. Continue to offer interpretation services for clients and others as needed and appropriate.
7. Arrange for assistive technology devices to translate materials for participants in need of such services.
8. Offer information materials, schedules of events, and assessments online-which will enable assistive computer devices to interpret the materials for users.

Project Director: Jeffery Thielman, President & CEO

Signature of Project Director Jeffery Thielman

Date: 5/19/2023 | 5:46 PM PDT

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 INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. 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: 739194

Certificate Number: 0005748539



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

Certificate of Authority

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, William Krause, **hereby certify** that I am duly elected Clerk of The International Institute of New England. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 15, 2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jeffrey Thielman, President & CEO, is duly authorized to enter into contracts or agreements on behalf of The International Institute of New England, with the State of 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: 5/31/2023 | 7:41 AM PDT

ATTEST: 
William Krause, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME Willis Towers Watson Certificate Center	
	PHONE (AC, No, Ext) 1-877-945-7378	FAX (AC, No) 1-888-467-2378
	E-MAIL ADDRESS certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Philadelphia Indemnity Insurance Company	18058
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

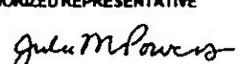
INSURED
 International Institute of New England, Inc.
 2 Bolyston Street
 3rd Floor
 Boston, MA 02116

COVERAGES **CERTIFICATE NUMBER:** W28960006 **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	ADJ. INSD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				05/05/2023	05/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP 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				05/05/2023	05/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACC DENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department of Education Bureau of Adult Education 21 South Fruit Street, Suite 20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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International
Institute of
New England

Mission Statement

The mission of the International Institute of New England is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement, and pathways to citizenship.



**International
Institute of
New England**

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2021 and 2020

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50 Washington Street
Westborough, MA 01581
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Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation), which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 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.

AAFCPAS, Inc.

Boston, Massachusetts
March 28, 2022

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2021 and 2020

Assets	2021	2020
Current Assets:		
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	49,313	54,101
Prepaid expenses and other	75,712	17,744
Total current assets	2,406,365	2,101,967
Investments	7,919,112	6,772,529
Property and Equipment, net	1,738,963	1,588,536
Security Deposits	94,434	100,434
Total assets	\$ 12,158,874	\$ 10,563,466
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 40,733	\$ 59,503
Accrued expenses	268,166	347,866
Current portion of lease incentive	110,782	110,782
Conditional advances	55,197	57,924
Total current liabilities	474,878	576,075
Deferred Rent and Lease Incentive, net of current portion	632,991	751,328
Total liabilities	1,107,869	1,327,403
Net Assets:		
Without donor restrictions:		
Operating	9,203,985	7,968,322
Property and equipment	1,203,525	942,314
Total without donor restrictions	10,407,510	8,910,636
With donor restrictions	643,495	325,427
Total net assets	11,051,005	9,236,063
Total liabilities and net assets	\$ 12,158,874	\$ 10,563,466

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2021 and 2020

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	\$ 3,919,032	\$ -	\$ 3,919,032	\$ 3,965,017	\$ -	\$ 3,965,017
Grants and contributions	1,924,356	1,503,795	3,428,151	1,747,787	675,977	2,423,764
Donated goods and services	617,041	-	617,041	560,288	-	560,288
Program service fees	272,470	-	272,470	229,059	-	229,059
Contracted services	63,242	-	63,242	159,183	-	159,183
Net assets released from program restrictions	1,035,727	(1,035,727)	-	639,210	(639,210)	-
Total revenues	7,831,868	468,068	8,299,936	7,300,544	36,767	7,337,311
Expenses:						
Program services	5,276,292	-	5,276,292	4,921,123	-	4,921,123
General and administrative	1,704,520	-	1,704,520	1,515,827	-	1,515,827
Fundraising	794,600	-	794,600	835,801	-	835,801
Total expenses	7,775,412	-	7,775,412	7,272,751	-	7,272,751
Changes in net assets from operations	56,456	468,068	524,524	27,793	36,767	64,560
Non-Operating Revenue (Expense):						
Investment return	1,155,418	-	1,155,418	382,836	-	382,836
Capital grants and government contracts	-	135,000	135,000	35,832	150,000	185,832
Net assets released from capital restrictions	285,000	(285,000)	-	-	-	-
Loss on disposal of property and equipment	-	-	-	(42,514)	-	(42,514)
Total non-operating revenue (expense)	1,440,418	(150,000)	1,290,418	376,154	150,000	526,154
Changes in net assets	1,496,874	318,068	1,814,942	403,947	186,767	590,714
Net Assets:						
Beginning of year	8,910,636	325,427	9,236,063	8,506,689	138,660	8,645,349
End of year	\$ 10,407,510	\$ 643,495	\$ 11,051,005	\$ 8,910,636	\$ 325,427	\$ 9,236,063

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows
For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 1,814,942	\$ 590,714
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Capital grants and contracts	(135,000)	(185,832)
Investment return	(1,155,418)	(382,836)
Loss on disposal of property and equipment	-	42,514
Depreciation	326,275	299,534
Amortization of lease incentive	(110,784)	(110,784)
Donated stock	(173,945)	-
Changes in operating assets and liabilities:		
Accounts receivable	4,788	(12,481)
Government contracts and contributions receivable	(713,566)	310,780
Prepaid expenses and other	(57,968)	57,387
Security deposits	6,000	-
Accounts payable	(18,770)	(6,687)
Accrued expenses	(79,700)	(24,222)
Conditional advances	(2,727)	(26,940)
Deferred rent	(7,553)	4,695
Net cash provided by (used) in operating activities	<u>(303,426)</u>	<u>555,842</u>
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	282,780	200,050
Acquisition of property and equipment	<u>(476,702)</u>	<u>(202,390)</u>
Net cash used in investing activities	<u>(193,922)</u>	<u>(2,340)</u>
Cash Flows from Financing Activities:		
Capital grants and contracts	<u>270,832</u>	<u>50,000</u>
Net Change in Cash	(226,516)	603,502
Cash:		
Beginning of year	<u>906,611</u>	<u>303,109</u>
End of year	<u>\$ 680,095</u>	<u>\$ 906,611</u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain on investments	<u>\$ 914,311</u>	<u>\$ 83,056</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2021

(With Summarized Comparative Totals for the Year Ended September 30, 2020)

	2021			2020	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 2,537,585	\$ 808,301	\$ 422,893	\$ 3,768,779	\$ 3,851,030
Payroll taxes and fringe benefits	491,278	158,926	83,756	733,960	713,450
Donated services	570,121	-	-	570,121	513,454
Purchased and contracted services	90,020	212,677	66,384	369,081	228,811
Recruitment	1,996	123,776	-	125,772	3,564
Staff training	292	1,623	988	2,903	4,732
Total personnel and related	3,691,292	1,305,303	574,021	5,570,616	5,315,041
Occupancy:					
Rent and utilities	446,036	50,111	43,160	539,307	533,159
Depreciation	161,786	36,672	17,257	215,715	203,116
Equipment rental	7,803	2,873	1,295	11,971	15,334
Repairs and maintenance	73	1,073	-	1,146	2,537
Total occupancy	615,698	90,729	61,712	768,139	754,146
Other:					
Client assistance	617,377	-	-	617,377	361,974
Supplies and materials	93,956	25,727	2,435	122,118	62,684
Professional fees	-	115,693	-	115,693	110,711
Depreciation	82,920	18,795	8,845	110,560	96,418
Special events	-	-	109,356	109,356	220,806
Service charges	3,258	71,323	13,174	87,755	76,114
Telephone	47,338	1,207	2,055	50,600	61,640
Insurance	855	48,340	-	49,195	46,498
Donated goods	46,920	-	-	46,920	46,834
Dues and subscriptions	18,993	10,153	15,592	44,738	26,296
Travel, meetings and conferences	16,981	12,420	1,430	30,831	48,500
Printing	14,105	-	3,242	17,347	13,614
Postage	10,192	1,299	1,714	13,205	10,064
Storage	12,265	589	-	12,854	10,581
Miscellaneous	3,578	2,837	-	6,415	3,693
Advertising	564	105	1,024	1,693	7,137
Total other	969,302	308,488	158,867	1,436,657	1,203,564
Total expenses	\$ 5,276,292	\$ 1,704,520	\$ 794,600	\$ 7,775,412	\$ 7,272,751

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

**Statement of Functional Expenses
For the Year Ended September 30, 2020**

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
Personnel and Related:				
Salaries	\$ 2,572,879	\$ 867,535	\$ 410,616	\$ 3,851,030
Payroll taxes and fringe benefits	483,114	151,974	78,362	713,450
Donated services	513,454	-	-	513,454
Purchased and contracted services	78,949	116,003	33,859	228,811
Recruitment	846	774	1,944	3,564
Staff training	2,330	1,827	575	4,732
	<u>3,651,572</u>	<u>1,138,113</u>	<u>525,356</u>	<u>5,315,041</u>
Total personnel and related				
Occupancy:				
Rent and utilities	427,811	67,662	37,686	533,159
Depreciation	152,337	34,530	16,249	203,116
Equipment rental	13,362	1,047	925	15,334
Repairs and maintenance	1,749	788	-	2,537
	<u>595,259</u>	<u>104,027</u>	<u>54,860</u>	<u>754,146</u>
Total occupancy				
Other:				
Client assistance	361,974	-	-	361,974
Supplies and materials	49,692	12,594	398	62,684
Professional fees	-	109,586	1,125	110,711
Depreciation	72,510	16,257	7,651	96,418
Special events	-	-	220,806	220,806
Service charges	10,480	51,510	14,124	76,114
Telephone	52,321	7,375	1,944	61,640
Insurance	12,639	33,859	-	46,498
Donated goods	46,834	-	-	46,834
Dues and subscriptions	11,387	10,861	4,048	26,296
Travel, meetings and conferences	25,337	22,075	1,088	48,500
Printing	6,060	5,331	2,223	13,614
Postage	6,683	1,303	2,078	10,064
Storage	10,304	277	-	10,581
Miscellaneous	1,034	2,659	-	3,693
Advertising	7,037	-	100	7,137
	<u>674,292</u>	<u>273,687</u>	<u>255,585</u>	<u>1,203,564</u>
Total other				
Total expenses	<u>\$ 4,921,123</u>	<u>\$ 1,515,827</u>	<u>\$ 835,801</u>	<u>\$ 7,272,751</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2021 and 2020, there were approximately 3,000 unduplicated people, from approximately 112 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

The Institute is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute is also exempt from state income taxes. Contributions made to the Institute are deductible by donors within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute prepares its financial statements in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue (expense) includes investment and property and equipment related activity.

Estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and 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.

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

Leasehold improvements	Lesser of life of lease or 10 years
Furniture and equipment	3 - 10 years

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2021 or 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash

For the purpose of the statements of cash flows, management considers all highly liquid investments with an initial maturity of three months or less to be cash, except those funds that are included in the Institute's investments (see Note 4).

Fair Value Measurements

The Institute follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Institute would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Institute uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Institute. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

The three-tier hierarchy of inputs is as follows:

- Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.
- Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 - Inputs that are unobservable, and which require significant judgment or estimation.

An 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.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2021, and 2020, the Institute had no plans to sell this investment.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Government Contracts, Grants and Contributions

The Institute's primary sources of revenue are from Federal and state government contracts. Amounts received under these contracts have been recorded in accordance with Accounting Standards Update (ASU) *Topic 958, Not-for-Profit Entities* (Topic 958). These contracts are considered nonreciprocal transactions because the general public receives the benefit as the result of the assets transferred. These conditional contributions are recognized as services are provided or qualifying costs are incurred.

Grants and contributions and United Way allocations are recorded as revenue and net assets without donor restrictions when unconditionally committed. Grants and contributions with donor restrictions are recorded as revenues and net assets with donor restrictions when unconditionally received or pledged. Net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying statements of activities and changes in net assets as net assets released from restrictions as costs are incurred, time or program restrictions have lapsed, or capital improvements have been placed into service.

In accordance with Topic 958, the Institute must determine whether a contribution (or a promise) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists (see Note 8). Indicators of a barrier include a measurable performance-related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Institute should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met. Assets received before the barrier is overcome are recorded as conditional advances.

A portion of the Institute's revenue is derived from cost-reimbursable and unit-rate contracts (contracts), which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts are recognized as revenue when the Institute has incurred expenditures in compliance with specific contract provisions. Amounts received prior to incurring qualifying expenditures are reported as conditional advances in the accompanying statements of financial position.

Special events revenue, included in grants and contributions in the accompanying statements of activities and changes in net assets, is from the Institute's ability to host fundraising events. Special event income consists of both contributions and sales. The contribution portion of the special event income is recognized as revenue when unconditionally committed or received in accordance with Topic 958. Special events are considered donor restricted if the proceeds of the event are restricted for specific purposes or time periods at the time of the event. The sales portion of the special event income is recognized in accordance with *Revenue from Contracts with Customers* (Topic 606) and is derived from various components, including ticket sales from fundraising events held in which the transaction price is determined annually. Registration fees for these events are set by the Institute and have not been allocated as the events are each considered to be separate performance obligations. The fee portion for these events is immaterial and has not been recognized separately from the contribution portion.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Revenue from Contracts with Customers - Topic 606

The Institute generally measures revenue from exchange transactions based on the amount of consideration the Institute expects to be entitled for the transfer of goods or services to a customer, then recognizes this revenue when or as the Institute satisfies its performance obligations under a contract. The Institute evaluates its revenue recognition based on the five-step model under Topic 606: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to separate performance obligations; and (5) Recognize revenue when (or as) each performance obligation is satisfied.

The Institute recognized program service fees for legal and translation services provided for clients, in which the clients either pay for the services themselves or are sponsored by corporations, depending on the service provided. Program service fees generally consist of a single performance obligation to provide services, and agreements with clients do not contain variable consideration. Accordingly, program service fees are recognized at a point in time, which is also when the performance obligation is satisfied. The transaction price is a fixed fee based upon the service provided, which is established by management based on hourly rates and expected number of hours to complete the service.

Contracted services revenue consists of various training and education service programs provided to immigrants and refugees that span over several months based on the nature of the program or course. There is a single performance obligation for all programs, which consists of the completion of the training and education program or course and related events. Revenue is recognized ratably over the period of the program or course, and the transaction price is based on fixed quoted prices. The contract amount may vary based upon the number of participants in the program and the rate per participant. Generally, a fixed-fee contract is signed by either an individual participant in the program or an organization sponsoring the individuals. The transaction price is determined based upon hourly rates established by management and the number of hours estimated to complete a contract.

Other

Investment return consists of interest, dividends, and realized and unrealized gains and losses. Interest income is recorded as earned and dividend income is recorded on the ex-dividend date. Realized gains and losses on investment transactions are recorded based on the average cost method. Unrealized gains and losses are recorded based on changes in fair value. All other revenue is recognized as earned.

Expense Allocations

Program expenses include direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program. Expenses related directly to a program or supporting function are charged to that function, while all other expenses are allocated based upon management's estimate of the percentage attributable to each function.

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, payroll taxes and fringe benefits, which are allocated on the basis of estimates of time and effort; occupancy and depreciation, which are allocated on a square footage basis; and indirect other operating expenses, which are allocated based on management's estimate of usage.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising in the accompanying statements of functional expenses.

Donated Goods and Services

The Institute receives donated goods and services in various aspects of its program services. The value of the donated items is based on values assigned or estimates made by the donors. Donated goods include food and clothing; and donated services include legal, teaching, and consulting work. Donated items received were as follows:

	<u>2021</u>	<u>2020</u>
Donated services	\$ 570,121	\$ 513,454
Donated goods	<u>46,920</u>	<u>46,834</u>
	<u>\$ 617,041</u>	<u>\$ 560,288</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Institute accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying financial statements.

Subsequent Events

Subsequent events have been evaluated through March 28, 2022, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2021 or 2020. The Institute's information returns are subject to examination by the Federal and state jurisdictions.

Net Assets

Net Assets Without Donor Restrictions:

Net assets without donor restrictions are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its net assets without donor restrictions into the following categories:

Operating - represents funds available to carry on the operations of the Institute.

Property and equipment - reflect and account for the activities relating to the Institute's property and equipment, net of related liabilities.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets (Continued)

Net Assets with Donor Restrictions:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse.

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

	<u>2021</u>	<u>2020</u>
Purpose restricted	\$ 643,495	\$ 175,427
Capital restricted	<u>-</u>	<u>150,000</u>
	<u>\$ 643,495</u>	<u>\$ 325,427</u>

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made \$60,839 and \$60,174 of matching contributions to the plan during the years ended September 30, 2021 and 2020, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 2) in the accompanying statements of financial position, are as follows:

<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 703,642	\$ -	\$ -	\$ 703,642
Mutual funds:				
Equities	5,273,083	-	-	5,273,083
Fixed income	<u>808,309</u>	<u>-</u>	<u>-</u>	<u>808,309</u>
	<u>\$ 6,785,034</u>	<u>\$ -</u>	<u>\$ -</u>	6,785,034
Limited liability partnership (see page 13)				<u>1,434,078</u>
Total investments				<u>\$ 8,219,112</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

4. INVESTMENTS (Continued)

<u>2020</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 1,200,058	\$ -	\$ -	\$ 1,200,058
Mutual funds:				
Equities	3,621,534	-	-	3,621,534
Fixed income	<u>1,019,733</u>	<u>-</u>	<u>-</u>	<u>1,019,733</u>
	<u>\$ 5,841,325</u>	<u>\$ -</u>	<u>\$ -</u>	5,841,325
Limited liability partnership (see below)				<u>1,331,204</u>
Total investments				<u>\$ 7,172,529</u>

In accordance with ASU No. 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the table above and on page 12 are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position (see Note 2).

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2021 and 2020, \$300,000 and \$400,000, respectively, were reported as current short-term investments as management's intent is to use these funds for operations in the subsequent year.

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

The Institute maintains its cash balances with two banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Institute has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Institute has not experienced any losses in such accounts. Management believes the Institute is not exposed to any significant credit risk on its operating cash balance.

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or government contracts, contributions and accounts receivables as of and for the years ended September 30, 2021 and 2020, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Government Contracts, Contributions and Accounts Receivables %</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Commonwealth of Massachusetts	23%	21%	32%	37%
U.S. Committee for Refugees and Immigrants	21%	14%	13%	20%
State of New Hampshire	9%	9%	13%	18%
Private donor	-	1%	-	14%

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

6. FUNDING

The Institute receives a significant portion of its funding from government agencies. These contracts are subject to audit by these government agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2021 and 2020, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2021 and 2020 were approximately \$43,000 and \$42,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given fiscal year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three-month rent-free period. At September 30, 2021 and 2020, deferred rent was \$208,335 and \$215,888, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also includes a tenant improvement allowance of \$1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was \$110,784 during each of the years ended September 30, 2021 and 2020, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through January 2023. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

The Institute entered into an operating lease agreement for program space in Lowell, Massachusetts, which commenced on July 1, 2021, with monthly payments of \$6,756 through June 30, 2031. Rent increases annually based on the Consumer Price Index, which is limited to a maximum annual increase of 3%. There are extension options for two additional five-year periods.

Facility rent expense under all leases was approximately \$521,000 and \$514,000 for the years ended September 30, 2021 and 2020, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments through June 2022.

Future minimum lease payments under the lease agreements are as follows:

2022	\$ 669,029
2023	639,566
2024	635,853
2025	649,445
2026	565,488
Thereafter	<u>441,829</u>
Total	<u>\$ 3,601,210</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS

Conditional Government Contracts and Grants

During fiscal years 2021 and 2020, the Institute received grants and contributions (including government contracts) that contained donor-imposed conditions that represent a barrier that must be overcome, as well as a right of return of assets or release from obligations. The Institute recognizes these grants and contributions, including government contracts, when donor-imposed conditions are substantially met (see Note 2).

Conditional promises to give at September 30, 2021 and 2020, consist of:

	<u>2021</u>	<u>2020</u>
Incurring qualifying expenses	\$ 773,802	\$ 557,306
Subject to measurable performance barriers	<u>222,907</u>	<u>629,471</u>
Total conditional promises to give	<u>\$ 996,709</u>	<u>\$ 1,186,777</u>

Paycheck Protection Program Loan

During fiscal year 2020, the Institute applied for and was awarded a loan of \$884,501 from the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The funds were used to pay certain payroll costs, including benefits during a covered period as defined in the CARES Act. The Institute believed there was less than a remote chance the loan would be forgiven, and therefore, accounted for it as a conditional grant. As of September 2020, the Institute recognized the full PPP loan amount of \$884,501 as grant revenue as the condition was met as of September 30, 2020, which is included in government contracts in the accompanying fiscal year 2020 statement of activities and changes in net assets. During fiscal year 2021, the entire PPP loan amount and related accrued interest were formally forgiven by the bank and the Small Business Administration.

9. RELATED PARTY TRANSACTIONS

The Institute's President and Chief Executive Officer (CEO) is also the Treasurer of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

The Institute's Chief Financial Officer was the Treasurer of the Board of Directors during fiscal year 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2021 and 2020**10. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The Institute's financial assets available within one year from the statements of financial position date for general operating expenses are as follows at September 30:

	<u>2021</u>	<u>2020</u>
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	<u>49,313</u>	<u>54,101</u>
	2,330,653	2,084,223
Less - donor restricted cash and contributions receivable	<u>643,495</u>	<u>325,427</u>
Total financial assets and liquidity resources available within one year	<u>\$ 1,687,158</u>	<u>\$ 1,758,796</u>

The Institute is substantially supported by grants and contributions without donor restrictions and government contracts. As part of the Institute's liquidity management, the Institute has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

11. PROPERTY AND EQUIPMENT AND DEPRECIATION

Property and equipment consist of the following as of September 30:

	<u>2021</u>	<u>2020</u>
Leasehold improvements	\$ 2,354,140	\$ 1,955,962
Furniture and equipment	<u>680,966</u>	<u>679,676</u>
	3,035,106	2,635,638
Less - accumulated depreciation	<u>1,296,143</u>	<u>1,047,102</u>
Net property and equipment	<u>\$ 1,738,963</u>	<u>\$ 1,588,536</u>

Depreciation expense was \$326,275 and \$299,534 for the years ended September 30, 2021 and 2020, respectively.

12. CONTINGENCY

The COVID-19 pandemic in the United States has caused business disruption and a reduction in economic activity. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. While the Institute expects this matter to negatively impact its operating results, the related financial impact and duration cannot be reasonably estimated at this time.

International Institute of New England

Board of Directors and Affiliations

Name, Board Position	Affiliation
Avak Kahvejian, Ph.D., Chair	Partner, Flagship Pioneering
Christina Bai	President and Chair of the Board, MeBo Global Education, Inc.
Sam Épée-Bounya	Fixed Income Credit Analyst, Wellington Management
Tuan Ha-Ngoc	President and CEO, AVEO Pharmaceuticals (Retired)
Belinda Juran	Partner, WilmerHale (Retired)
William Krause, Secretary	Portfolio Manager and Vice President, Northern Trust
Shari Loessberg	Senior Lecturer, MIT Sloan School of Management
Bopha Malone	Executive Director, Girls Inc. of Greater Lowell
Libby May	Senior Vice President, External Affairs and Communications, Southern New Hampshire University
Theo Melas-Kyriazi	CFO, Levitronix LLC
Dr. Frederick Millham	Chief of Surgery, South Shore Hospital
Nia Tatsis	Chief Regulatory Officer, Vertex Pharmaceuticals
Fereshtah Thornberg	Senior Vice President and Client Executive, Global Clients Division, State Street
Jeffrey Thielman, President and CEO	President and CEO, International Institute of New England

Joseph Gilbert

Education

University of New Hampshire, Durham, NH

M.A., Languages and Linguistics, September 2019

M.F.A. in Writing, Fiction concentration, May 2013.

B.A. English, Philosophy minor, cum laude May 2006.

Experience

International Institute of New England (IINE)

- Education Manager, Manchester NH, Sept. 2022 - present.
 - Supervising team of English language instructors and staff, monitoring student enrollments and progress, maintaining compliance with NH Department of Education Adult Education, coordinating with other IINE programs as needed.

University of New Hampshire (UNH), June 2012 - December 2021

- Adjunct Faculty in English, Spring - Fall 2021
- Lecturer in English, Fall 2018 - Spring 2020.
- ESL Institute Lecturer, Fall 2015 - Summer 2018
- Department of English Graduate Instructor, Fall 2013 - Spring 2015
- Connors Writing Center Core Staff, Spring 2015
- Connors Writing Center Graduate and ESL Writing Assistant, Fall 2013 - Spring 2015
- ESL Institute tutor, Summer 2012 - Summer 2013

St. Thomas Aquinas High School, Dover, NH

- Substitute teacher, Fall 2006 - Spring 2011

Select Professional Development

- Active shooter training, Manchester NH Police Department, February 2023
- "Antisocial Language Teaching," webinar and facilitated workshop, January 2023.
- EARN Partnership training, "Forming and Operating Effective Partnerships for Immigrant Immigration," webinar, November 2022
- Northern New England TESOL annual conferences, November 2022, 2019, 2017
- Administrative Training and Teaching with Burlington English, webinar, October 2022
- UNH Faculty Instructional Technology Summer Institute, conference, June 2018
- UNH Safe Zones training, March 2017

Select Service and Presentations

- Executive Committee Member At Large, UNH Lecturers United, AAUP, 2019 - 2020
- Presenter, "Language Ownership and Identity in Personal Essay Writing." NNETESOL Annual Conference, Portland, ME, November 2019.
- UNH First-year writing pedagogical diversity initiative, Summer 2019

- Faculty Adviser, UNH HELP multilingual peer tutoring, Spring 2018 - Spring 2019
- UNH ESL Institute Curriculum Committee, Fall 2016 - Spring 2018
- UNH Graduate Council, Graduate Council Masters' Committee, Fall 2012 - Spring 2014

Languages

French (conversational, intermediate reading)

Spanish (elementary)

Educational Platforms

Canvas (expert)

BlackBoard

Burlington English

Data Management Systems

Banner

LACES

Apricot

Standardized Tests

TABE

TOEFL

BEST Literacy

Rahf Abu Arja

LANGUAGES

- o English (Fluent)
- o Arabic (Native)

OTHER TECHNICAL SKILLS

- o Google workspace (sheets and docs)
- o Microsoft teams

CERTIFICATES

- o DOE-Data Entry Specialist Group Certificate
- o DOE-Intake & Assessment Group Certificates
- o Data Institute-Intro for WIOA, Data Analysis and Advanced Certificates
- o Microsoft Excel-Excel from Beginner to Advanced Course
- o R Programming A-Z: R For Data Science
- o Injaz Communication Course
- o GIU Model United Nations conference
- o TABE 11 & 12 Training Certificates

OBJECTIVE

Highly motivated and passionate business administrator and data analyst. I thrive in fast-paced and challenging environments, and strive to provide help to others and improve their quality of life.

EDUCATION AND AWARDS

Master's in Business Administration (MBA) (Aug. 2020 – Present)

University of New Hampshire, Manchester, NH

- GPA 3.86

Bachelor of Arts in Business Administration (Oct. 2015 – Jun. 2019)

Princess Sumaya University for Technology, Amman-Jordan

- GPA 90% (Ranked in top 1% of the class)
- Outstanding Student Award in the following years 2016, 2017, 2018 and 2019.

WORK EXPERIENCE

Intake, Assessment and Data Specialist

International Institute of New England, Manchester, NH (01/20/2022 – Current)

- Contact interested students and schedule their intake assessments
- Prepare and administer intakes assessments of new students
- Conducting TABE and BEST pre and post-tests of all students
- Entering data into LACES database, Apricot database, and program tracking Excel sheets
- Maintain programmatic data, including attendance records, students diagnostic assessment results, and contribute to reports using Excel and Google sheets.
- Create a schedule to keep track of important deadlines, project instructions, or progress
- Contribute to the overall recruitment and retention of students
- Responsible for assessing and placing students into appropriate levels
- Provide technical assistance and training to students in order to successfully join their classes
- Organize students electronic and paper files across all ESOL levels offered
- Attend all the Department of education (DOE) data entry trainings and meetings
- Interpreting for Arabic speaking clients the various forms and the processes they need to go through, and helping other departments communicate with the clients.

E-Commerce Associate

Whole Foods Market, *Manchester, NH (12/2/2020 – 06/04/2022)*

- Improving in-store customers' experience by answering their inquiries and assisting in finding the best products for them.
- Prepare online orders efficiently and accurately in a timely manner for delivery/pick up.

SCHOLARSHIPS AND AWARDS

ERASMUS+ International Credit Mobility Grant (*Oct. 2017 – Jan. 2018*)

Istanbul Sehir University, Istanbul, Turkey

- Management, Strategic Management, Understanding Ethics, and Game Theory for Managers.
- Conducted a financial analysis project for a major Telecommunication Company.

TECHNICAL SKILLS

- LACES Data Management System
 - Experience navigating LACES database
 - Recording data
 - Pulling reports
- Microsoft Office
 - Proficient in formatting Word documents, creating graphs and charts for reports.
 - Proficient in creating Excel spreadsheets, formulas, functions, graphs, decision trees and tables, Also in Cell formatting, Managing large datasets with functions: IF, SUM, INDEX, MATCH, VLOOKUP, Advanced conditional formatting. In addition, structuring and solving linear, non-linear, and network flow optimization problems, in a clear and flexible manner, Produce sensitivity reports to determine: Whether the optimal solution would change, and the impact on the objective value, if certain parameters would change within certain range; all without re-solving the problem.
- R (Programming Language)
 - Perform basic descriptive statistical analysis and plotting different graphs.
 - Perform linear, nonlinear and logistic regressions. as well as linear discriminant analysis, quadratic discrimination analysis, and KNN classification.
 - Apply cross validation, model selection techniques and decision tree models.
- Tableau Developer (Data Visualization)
 - Create different advanced graphs and charts to represent data.
 - Building interactive dashboards, stories, and workbooks.
 - Discover patterns and get meaningful insights from graphs.
- AMPL (Algebraic Modeling Language)
 - Code and solve basic optimization problems in AMPL modeling language, such as Separating "model" from "data".
 - Produce sensitivity reports for a linear optimization problem in AMPL.

Pamela M. Seremet



I am a passionate veteran educator aspiring to help all my students and peers succeed using a variety of methods and platforms. I enjoy researching best practices, creating a rigorous curriculum with differentiating abilities, collaborating and passing on my knowledge and experience to others.

Experience

Education Program Specialist

Oct 2020- Present

I create lesson plans for Beginner through Advanced level ESL classes, both for in-person and remote classes. I design curriculum for our Education Program, which follows a continuous scope and sequence through all the levels, from Pre-Literacy- Advanced Levels. I collaborate with other educators to provide resources that support our monthly phonics, reading, grammar, vocabulary TSTM, and digital literacy topics.

Dual Enrollment Faculty Liaison

Sep 2019 - Present

Southern New Hampshire University, Manchester, NH

I conduct site visits or virtual interviews of high school faculty teaching the dual enrollment courses in conjunction with SNHU. I analyze and evaluate pedagogy, content, course delivery, and assessment methods to ensure quality and comparability with other SNHU courses. I then submit a completed report to the Director of the Dual Enrollment program.

Adjunct Faculty

Jul 2019 - Present

Southern New Hampshire University, Manchester, NH

Have created lessons and have taught International students both on campus and remotely, in SNHU's Intensive English program and also in their Bridge program.

Educator

Sep 2018 – Aug 2020

Southern New Hampshire Services, Manchester, NH

I taught ESL for adults in the English for New Americans program with Southern New Hampshire Services.

Elementary Administrator

Aug 2017 - Jul 2018

Nashua Christian Academy, Nashua, NH

Conferred with parents and staff to discuss educational activities, policies, and student behavioral or learning difficulties. Attended administrators and school committee meetings and report on activities and state of the elementary level. Ran weekly teachers' meetings. Reviewed weekly teachers' newsletters, lesson plans and quarterly report cards.

Second Grade Teacher

Aug 2003 - Jun 2018

Nashua Christian Academy

Crafted lesson plans for 7 subjects according to state standards, evaluated each student on a quarterly basis, met with parents as needed, planned field trips and all class activities.

Teacher

Aug 2016 - Jun 2017

Nashua Christian Academy - High School English Composition

Created Scope & Sequence, weekly lesson plans and assessments for international and low-level high school students. Taught through discussions, integrated technology, and group work with a variety of methods to meet the

students' needs. Analyzed and evaluated students' work to determine progress and offered suggestions for improvement.

Skills & Specialization

educator, mentor, remote learning, ESL, TESOL, curriculum design, curriculum development, adult learning, K-12 experience, webinars, workshops, life learner, differentiation, creative, very organized, detail orientated, Collaboration, team leadership

Education

Southern New Hampshire University	Jan 2016
Wheaton College	May 1981

Licenses & Certifications

STAR certified NH Department of Education	June 2021
TESOL certificate International Open Academy 120 hour TESOL Certificate Course	Mar 2020 - Present
Certified Teacher of ESL for Adults North American Mission Board	2017 - Present
Endorsement for English for Speakers of Other Languages State of New Hampshire	2015 - Present
Certified Trainer of ESL for Adults North American Mission Board	2018 - 2021
Educator Certification K-8th grade, Elementary Ed. State of New Hampshire	2003 - 2021