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MLC



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495
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May 12, 2023

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

REQUESTED ACTION

Authorize the NH Department of Education (NHED), Office of Social & Emotional Wellness (OSEW) to enter into a **sole source** contract with the Search Institute, Minneapolis, MN (vendor code #283272), in an amount not to exceed \$151,971.48 to provide a series of workshops and materials targeting the 40 Developmental Assets framework created by the Search Institute. Effective upon Governor and Council approval through September 29, 2023. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Project AWARE-Federal in FY2024 upon the availability and continued appropriations of funds in the future operating budget.

06-56-56-565620-25080000-102-500731

Contracts for Program Services

FY2024

\$151,971.48

EXPLANATION

The Department is requesting a **Sole Source** contract because Search Institute is the developer and owner of the 40 Developmental Asset Resilience model that forms the foundation of the evidence-based practices in direct alignment and support of the goals and work of the Office of Social and Emotional Wellness (OSEW) in collaboration with local communities, school districts and individuals to support students as they become productive members of society. The Institute offers professional learning experiences that prepare students, families, school staff and leaders to enhance their practice to develop strong relationships that significantly contribute to young people's learning, growth, and development.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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This contract will target school professionals, parents, community leaders, and caregivers of youth to establish strong positive relationships, values, commitments and establish critical lifelong skills.

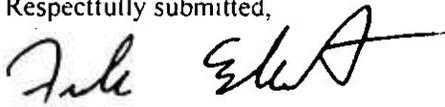
The Search Institute will provide two sessions each of their eleven workshops to a variety of audiences including principals, educators, caregivers, youth leaders, and families from July 1, 2023, to September 29, 2023.

Virtual workshops will be focused around building developmental relationships with young people which will help them discover who they are, gain the ability to shape their life, and learn how to positively contribute to their community. Youth who experience strong developmental relationships benefit through increased academic motivation; increased social-emotional growth and learning; increased sense of personal responsibility and reduced engagement in a variety of high-risk behaviors.

In person workshops will engage families through strength-based support, as well as the opportunity for participants to become trainers for their own organizations around Search Institute's Developmental Assets framework. Developmental Assets are a framework of 40 positive supports and strengths that young people need to succeed. Half of the assets focus on the relationships and opportunities needed in their families, schools, and communities. The remaining assets focus on the social-emotional strengths, values, and commitments that are nurtured within young people.

The workshops offered are in alignment with the Office of Social and Emotional Wellness' goal to improve youth wellness by educating key stakeholders about how they can provide opportunities to promote preventative and responsive approaches in New Hampshire school districts. Search Institute's professional development opportunities support districts and communities to take collective action for student wellness and empowers the districts and communities to create sustainable infrastructures.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

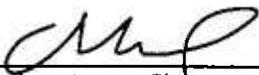
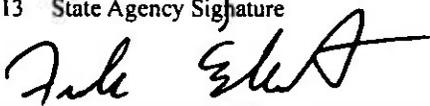
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential, or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|---|--------------------------------------|
| 1.1 State Agency Name New Hampshire Department of Education (NHED) | | 1.2 State Agency Address 25 Hall Street Concord, NH 03301 | |
| 1.3 Contractor Name Search Institute | | 1.4 Contractor Address 3001 Broadway St NE Ste 310 Minneapolis, MN 55413 | |
| 1.5 Contractor Phone Number 800-888-7828 | 1.6 Account Unit and Class (See Exhibit C) | 1.7 Completion Date 9-29-23 | 1.8 Price Limitation \$151,971.48 |
| 1.9 Contracting Officer for State Agency Jennifer Doris | | 1.10 State Agency Telephone Number 603-573-1479 | |
| 1.11 Contractor Signature  Date: 5/25/2023 | | 1.12 Name and Title of Contractor Signatory Alison Olig, Senior Director of Finance & Administration | |
| 1.13 State Agency Signature  Date: 06/09/2023 | | 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:  On: 6/9/23 | | | |
| 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

Additional Exhibits D-G

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

Since 2013, Search Institute's Developmental Relationships framework is research- and data-driven and illustrates the elements necessary to make relationships powerful in young people's lives. The 40 Developmental Assets framework is comprised of research-based, positive experiences and qualities that influence young people's development, helping them become caring, responsible, and productive adults.

The Search Institute will provide two sessions each of their eleven workshops of professional development regarding positive relationship frameworks that benefit youth and their communities. Participants will learn vital skills to enhance their interpersonal relationships and set them up for lifelong success. These workshops are intended for education professionals, community members, family caregivers, and/or youth leaders. Search Institute will be responsible for the registration process, preparation, shipping of all materials, and instruction either in person at the Granite State College Campus in Concord, NH or virtually via the Zoom platform. The Office of Social & Emotional Wellness will promote all the workshops on their website, Friday Forum-Department newsletter, the OSEW Newsletter, and social media.

Workshop 1: Essentials of Asset building for Trainers and Facilitator's- Training of Trainers

This in-Person Train the Trainer program equips and prepares participants to be able to build internal capacity to provide Sharing the Asset Message and Everyone's an Asset Builder in their local community. Fee includes travel for one trainer, all materials and shipping. Training held at 25 Hall Street, Concord, NH.

Workshop 2: Engaging Families: A Relationship Centered Approach Virtual Workshop

This workshop supports, empowers, and engages families to help youth thrive by identifying and celebrating their strengths. This interactive, motivating workshop will prepare educators and school staff to build a strong, positive school environment using Search Institute's 40 Developmental Assets.

Workshop 3: Intentional Relationships Virtual Workshop

Developmental relationships are five critical elements and actions that help youth be and become their best selves. Developmental Assets are 40 positive supports and strengths that young people need to succeed. This interactive workshop explores both of Search Institute's research-based frameworks and how they can be used together to help young people grow and thrive. Participants receive 200-page Relationship Builder's Guidebook with Approaches and Activities for the classroom.

Workshop 4: Developmental Assets: The Power of One, The Power of Many Virtual Workshop

The Developmental Assets framework provides a broad perspective on the strengths and resources of young people. This workshop will introduce the 40 internal and external factors which protect against risks and promote thriving for youth, and the Search Institute research that informs them. Highly motivating and interactive. Developing Assets: The Power of One, The Power of Many explores what each of us can do to foster Assets in the lives of youth.

In this workshop school personnel will learn to help youth thrive in schools and other organizations, by working with young people and by using YRBS and other district driven data and adopting practical techniques that remove roadblocks to connecting with all young people, they can create more inclusive relational environments.

Workshop 6: Igniting Sparks: Engaging Youth by Igniting Their Sparks Virtual Workshop

This workshop guides participants on how to engage students by tapping into their 'sparks' their deep passions and interests. Participants will explore the research and learn to engage students by helping

students to identify, cultivate and express their sparks. Participants will develop strategies for intentionally engaging youth in conversations and actions that are rooted in their interests and passions.

Workshop 7: Building Development Assets in School Communities Virtual Workshop

Educators and school staff will work to initiate, increase, and strengthen the Developmental Assets framework and asset-building efforts in their school community. This workshop will further develop the 40 internal and external factors use in school and the community which protect against risks and promote thriving for youth, and the Search Institute research that informs them.

Workshop 8: Strengthening Family Relationships: Workshop for Parents, Grandparents and Parenting Adults Virtual Workshop

Workshop introduces a framework that strengthens family relationships as youth transition into their teen years.

Workshop 9: Engaging Families: Building Trust with Families Virtual Workshop (This follow up

session is intended for those who have already attended the Engaging Families: A Relationship Centered Approach Virtual Workshop) This workshop builds on the techniques developed to meet the challenges to engage families and parenting adults, particularly as their children enter middle and high school. This workshop reframes family engagement based on developmental relationships. This session will provide participants with relationship -centered strategies to begin building a strong foundation of trust.

For practitioners, educators, principals, staff.

Workshop 10: Engaging Families That Have Experienced Trauma Virtual Workshop (This is intended for those who have already attended the Engaging Families: A Relationship Centered Approach Virtual Workshop)

Trauma includes experiencing or witnessing violence, substance abuse, mental health issues, incarceration, and other factors that can have a deep and long-lasting impact on families and young people. Because most practitioners are not equipped to treat trauma, this workshop provides them with practical ways to nurture relationships with parenting adults and young people who have experienced trauma in ways that are reassuring and healing and that avoid interactions that may trigger trauma-related responses so that they can better manage their child.

For practitioners, educators, principals, staff.

Workshop 11: Engaging Diverse Families Virtual Workshop (This is intended for those who have already attended the Engaging Families: A Relationship Centered Approach Virtual Workshop)

Participants will explore ways they can approach helping families to feel welcomed, connected, and have a stake in your organization; regardless of their background or differences.

For practitioners, educators, principals, staff.

EXHIBIT C
Method of Payment

| Item | Units | Cost per unit | Total Cost |
|--|-------|---------------|--------------|
| Workshop 1: Essentials of Asset building for Trainers and Facilitator's | 2 | \$20,000 | \$40,000 |
| Essentials class materials include the essentials library for each participant to include the following: Asset Approach handouts, 40 developmental assets tablet, mentoring for meaningful results, engage every parent, best of building Assets together, Development Assets a synthesis of scientific research on Adolescent development, strong staff, strong students, When parents ask for help, Great group games for all Ages, Great group games for Kids, Take it personally workbook, 40 Developmental Asset Posters, Parent, Teacher, Mentor, Friend, The Mentor's Field Guide, You can make a difference for kids | 40 | \$575 | \$23,000 |
| Workshop 2: Engaging Families: A Relationship Based Approach | 2 | \$4,000 | \$8,000 |
| Workshop 3: Intentional Relationships | 2 | \$4,600 | \$9,200 |
| Workshop 4: Developmental Assets: The Power of One, The Power of Many | 2 | \$4,000 | \$8,000 |
| Development Asset class materials | 200 | \$16.95 | \$3,390 |
| Developmental Asset pads | 200 | \$12.95 | \$2,590 |
| Workshop 5: Inclusive Developmental Relationships | 2 | \$4,000 | \$8,000 |
| Workshop 6: Igniting Sparks: Engaging Youth by Igniting their Sparks | 2 | \$4,000 | \$8,000 |
| Workshop 7: Building Development Assets in School Communities Workshop | 2 | \$4,000 | \$8,000 |
| Workshop 8: Strengthening Family Relationships: Workshop for Parents, Grandparents and Parenting Adults | 2 | \$4,000 | \$8,000 |
| Workshop 9: Engaging Families: Building Trust with Families | 2 | \$4,000 | \$8,000 |
| Workshop 10: Engaging Families That Have Experienced Trauma | 2 | \$4,000 | \$8,000 |
| Workshop 11: Engaging Diverse Families | 2 | \$4,000 | \$8,000 |
| Supporting class materials included at no extra cost. | N/A | N/A | Included |
| Sub-total | | | \$150,180.00 |
| Shipping costs for in person class materials and supplies | | | \$1,791.48 |
| Grand total | | | \$151,971.48 |

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$151,971.48.

Source of Funding: Funds to support this request are anticipated to be available in the account titled Project AWARE- Contract for Program Services in FY2024 upon the availability and continued appropriations of funds in the future operating budget.

Contract between Search Institute and the New Hampshire Department of Education

Contractor Initials: **AD**
Date: **5/23/23**

06-56-56-565620-25080000-102-500731

FY2024

Contracts for Program Services

\$151,971.48

Method of Payment: Payment is to be made upon completion of training on the basis of invoices which are supported by a summary of completed activities, as outlined by budget line, that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be, made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices shall be submitted electronically to:

Jennifer Doris Jennifer.F.Doris@doe.nh.gov

Contract between Search Institute and the New Hampshire Department of Education

Page 5 of 5

Contractor Initials AO
Date 5/25/23

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials AO
Date 5/25/2023

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. NHEDs 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.

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

Contractor Initials AD
Date 5/25/2023

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 (IP) 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 except that any and all IP, copyright, and trademarks created by either party before or outside this agreement ("Existing IP") shall remain sole property of that party. 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

Contractor Initials AO
Date 5/25/2023

Trainer's Agreement

Search Institute's *Essentials of Asset Building Training of Trainers* is a tool to equip and empower trainers to promote the Developmental Asset framework to enhance the experiences, opportunities, skills, and qualities that embody strength-based youth development.

Search Institute's *Essentials of Asset Building Training of Trainers* is designed to train participants to deliver two **in person** asset-based workshops within their organization:

- *Everyone's an Asset Builder: Integrating Developmental Assets into Your Life*
- *Sharing the Asset Message*

The training of trainers is intended to equip trainers to provide these workshops as a local resource in support of organizations and community-based initiatives seeking to promote the positive development of youth.

By their participation in the *Essentials of Asset Building Training of Trainers*, participants affirm that they are experienced trainers with good training skills and that they plan to:

- Follow the designs in the *Essentials of Asset Building* curriculum as faithfully as possible;
- Use the resource materials designated in the workshop designs; and,
- Seek to meet the workshop goals and learning objectives for the workshops they provide.

It is further affirmed that completion of the *Essentials of Asset Building Training of Trainers* does not carry any stated or implied certification by Search Institute. Trainers may describe or advertise the training as a "Search Institute-designed workshop." Trainers represent their own organizations, not Search Institute, when delivering these workshops.

Trainers who complete the training of trainers may deliver the *Essentials of Asset Building* workshops to nonpaying attendees as part of their regular professional work. Trainers are not authorized to market this workshop in an entrepreneurial fashion. Trainers are not authorized to train others to deliver this training.



What Trainers Completing the *Essentials of Asset Building Training of Trainers* Can Do and Say

What you can do:

- You **can** represent your organization when delivering these workshops.
- You **can** promote the workshops, within the organization or community that employees you, as “Search Institute-designed workshops.”
- You **can** say you are trained to deliver the following workshops:
 - “*Everyone’s an Asset Builder*, a Search Institute-designed workshop”
 - “*Sharing the Asset Message*, a Search Institute-designed workshop”

What you **cannot** do:

- You **cannot** advertise or market or imply you are certified by Search Institute to train or deliver the *Essentials of Asset Building Training of Trainers* workshop or any other workshops.
- You **cannot** train others to deliver the *Essentials of Asset Building Training of Trainers* workshops.

I’ve read this Trainer’s Agreement and agree to abide by all its provisions.

Print Full Name _____

Title _____

Organization _____

Organization’s Street Address _____

City/State and Zip/Postal Code _____

Telephone Number _____

E-mail _____

Signature _____ Date _____

One copy of the Trainer’s Agreement should be signed and retained in this notebook and one copy should be signed and handed in at the *Essentials for Asset Building Training of Trainers* workshop to be kept on file at Search Institute.

Who Should Attend the Trainings

Although all participants attending these workshops should have an interest in and even a commitment to building healthy communities for young people, both designs in the curriculum assume a somewhat different audience for each.

Everyone's an Asset Builder does not assume any prior knowledge of the Developmental Asset framework and is the most introductory of the two workshops. It is intended for adults and youth in an organization or community who would like to understand the asset framework and ways in which they can make asset building an active part of their personal lives.

Sharing the Asset Message is best conducted with adults and youth who are aware of the asset framework, are excited about it, and have a commitment to bringing the asset message to others in their community.

That said, it is likely that there will be participants in both workshops who are unfamiliar with the Developmental Asset framework. This may be more appropriate in the *Everyone's an Asset Builder* workshop than in *Sharing the Asset Message* where a greater degree of knowledge is assumed. Nevertheless, both designs include introductory information and print resources describing the asset framework.

Both workshops are designed for an intergenerational audience. It is a fundamental belief of the asset-building movement that young people and adults need to be full partners in creating healthy communities for children and youth. Therefore, it is strongly recommended that participants in these workshops include meaningful representation of youth who are middle school age and older. More information on working with intergenerational groups may be found in Appendix A.

Adapting the Curriculum

The curriculum provides detailed instructions for planning and conducting training activities and includes all necessary handouts and PowerPoint slides. It is recommended that trainers deliver the workshop designs as they are written. In some cases, trainers may choose to adapt the curriculum to fit personal styles as well as the nature of their training groups. However, it is the trainer's responsibility to fulfill the goals and learning objectives for each workshop by presenting the content outlined. Trainers who wish to alter the designs or supplement the content should carefully review their plans to be certain that the workshop objectives will be met effectively. Mastering the content of the curriculum and delivering the sessions require a substantial investment of time on the part of the trainer.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Search Institute
Date Filed: 03/18/1966
File Number: F-998
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

This certificate has been issued on: 07/11/2022



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

Corporate Resolution

I, Danae Thorpe, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Search Institute. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 10, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Alison Olig (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Search Institute with the State of New Hampshire and any of
(Name of Corporation)

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: 6/1/2023

ATTEST: Danae Thorpe
(Name & Title)
Administrative Assistant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2023

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 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 Advance Insurance Agency 5241 Viking Drive Ste 200 Edina MN 55435 | | CONTACT NAME Rebecca Holmes PHONE (A/C, No, Ext) (952) 831-1928 E-MAIL ADDRESS | | FAX (A/C, No) (952) 831-6572 | |
| INSURED Search Institute 3001 Broadway St NE #310 Minneapolis MN 55413-2195 | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | | INSURER A Hartford Underwriters Ins Co | | 30104 | |
| | | INSURER B RFS Inc | | 163 | |
| | | INSURER C | | | |
| | | INSURER D | | | |
| | | INSURER E | | | |
| | | INSURER F | | | |

COVERAGES CERTIFICATE NUMBER: 2023-2024 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL RISO | 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 LIMIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Property damage-single limit \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | 1/1/2023 | 1/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | 1/1/2023 | 1/1/2024 | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability | | | | 1/1/2023 | 1/1/2024 | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Department of Education is Additional Insured regarding general liability when required in a written contract.

| | |
|---|--|
| CERTIFICATE HOLDER jennifer.f.doris@doe.nh.gov NH Department of Education 25 Hall Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Magil/H172 |
|---|--|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2023

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 Doug Jones (for Paychex) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267 | CONTACT NAME PHONE (A/C, No, Ext) (888) 627-4735 FAX (A/C, No) | |
| | E-MAIL ADDRESS PEO_WorkComp@paychex.com | |
| INSURED Paychex PEO Holdings, LLC Labor Contractor, for co-employees of: SEARCH INSTITUTE 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A American Zurich Insurance Company | NAIC # 40142 |
| | INSURER B | |
| | INSURER C | |
| | INSURER D | |
| | INSURER E | |

COVERAGES CERTIFICATE NUMBER: 23FL9751157539 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL/SUBR INSR Y/ND | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------|---------------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | 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 | N/A | 06/01/2023 | 06/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 24110-MAIN |

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

Coverage is provided for only those co-employees of, but not subcontractors to:

SEARCH INSTITUTE
 3001 BROADWAY ST NE STE 310
 MINNEAPOLIS, MN 55413

| | |
|--|--|
| CERTIFICATE HOLDER NH Department of Education 25 Hall ST 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  |
|--|--|

Search Institute

Mission Statement: Search Institute partners with organizations to conduct and apply research that promotes positive youth development and advances equity.

**SEARCH INSTITUTE
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020**



**WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING**

CLAconnect.com

**SEARCH INSTITUTE
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YEARS ENDED DECEMBER 31, 2021 AND 2020**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Search Institute
Minneapolis, Minnesota

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Search Institute, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Search Institute as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Search Institute and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Search Institute's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Search Institute's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Search Institute's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Minneapolis, Minnesota
April 11, 2022

**SEARCH INSTITUTE
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020**

| ASSETS | 2021 | 2020 |
|---|---------------|--------------|
| CURRENT ASSETS | | |
| Cash and Cash Equivalents | \$ 2,228,838 | \$ 648,860 |
| Investments | 2,513,326 | 2,777,099 |
| Prepaid Expenses | 110,730 | 126,496 |
| Inventory, Net | 30,889 | 46,565 |
| Bequest Receivable | 793,563 | - |
| Accounts Receivable, Net | 225,852 | 73,221 |
| Grants Receivable | 900,000 | 100,000 |
| Total Current Assets | 6,803,198 | 3,772,241 |
| PROPERTY, PLANT, AND EQUIPMENT | | |
| Office Furniture and Equipment | 247,098 | 727,430 |
| Website and Software | 167,125 | 224,058 |
| Leasehold Improvements | 263,950 | 263,950 |
| Total | 678,173 | 1,215,438 |
| Less: Accumulated Depreciation and Amortization | (403,254) | (993,293) |
| Total Property, Plant, and Equipment, Net | 274,919 | 222,145 |
| OTHER ASSETS | | |
| Long-Term Grants Receivable, Net | 3,427,194 | - |
| Beneficial Interest in Assets Held by Others | 36,236 | 31,154 |
| Total Other Assets | 3,463,430 | 31,154 |
| Total Assets | \$ 10,541,547 | \$ 4,025,540 |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Accounts Payable | \$ 93,465 | \$ 53,892 |
| Accrued Liabilities | 167,367 | 253,470 |
| Deferred Revenue - Consulting | 114,908 | 126,355 |
| Deferred Revenue - Curriculum and Training | 85,915 | 64,439 |
| Deferred Lease Credits | 37,813 | 35,321 |
| Total Current Liabilities | 499,468 | 533,477 |
| DEFERRED LEASE CREDITS - LONG-TERM | | |
| Total Liabilities | 91,455 | 129,632 |
| Total Liabilities | 590,923 | 663,109 |
| NET ASSETS | | |
| Without Donor Restrictions | 2,160,995 | 1,078,498 |
| With Donor Restrictions | 7,789,629 | 2,283,933 |
| Total Net Assets | 9,950,624 | 3,362,431 |
| Total Liabilities and Net Assets | \$ 10,541,547 | \$ 4,025,540 |

See accompanying Notes to Financial Statements.

**SEARCH INSTITUTE
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

| | 2021 | | | 2020 | | |
|--|-------------------------------|----------------------------|---------------------|-------------------------------|----------------------------|---------------------|
| | Without Donor Restrictions | With Donor Restrictions | Total | Without Donor Restrictions | With Donor Restrictions | Total |
| OPERATING SUPPORT AND REVENUE | | | | | | |
| Grants | \$ 875,000 | \$ 7,094,584 | \$ 7,969,584 | \$ 383,000 | \$ 1,272,113 | \$ 1,655,113 |
| Consulting | 470,822 | - | 470,822 | 587,986 | - | 587,986 |
| Curriculum Sales and Training | 1,254,265 | - | 1,254,265 | 817,413 | - | 817,413 |
| Rental Income | 4,800 | - | 4,800 | 4,800 | - | 4,800 |
| Contributions | 38,744 | 793,563 | 832,307 | 39,100 | - | 39,100 |
| Royalties | 1,392 | - | 1,392 | 9,664 | - | 9,664 |
| Change in Value of Beneficial Interest | - | 5,082 | 5,082 | - | 1,694 | 1,694 |
| Investment Income (Loss) | (12,616) | - | (12,616) | - | - | - |
| Other Income (Loss) | (20) | - | (20) | 35,504 | - | 35,504 |
| Subtotal | <u>2,632,387</u> | <u>7,893,229</u> | <u>10,525,616</u> | <u>1,877,467</u> | <u>1,273,807</u> | <u>3,151,274</u> |
| Net Assets Released from Restrictions | <u>2,387,533</u> | <u>(2,387,533)</u> | <u>-</u> | <u>1,779,946</u> | <u>(1,779,946)</u> | <u>-</u> |
| Total Operating Support and Revenue | <u>5,019,920</u> | <u>5,505,696</u> | <u>10,525,616</u> | <u>3,657,413</u> | <u>(506,139)</u> | <u>3,151,274</u> |
| OPERATING EXPENSE | | | | | | |
| Program Services | 3,240,074 | - | 3,240,074 | 3,051,856 | - | 3,051,856 |
| Management and General | 695,852 | - | 695,852 | 508,981 | - | 508,981 |
| Fundraising | 1,497 | - | 1,497 | 5,370 | - | 5,370 |
| Total Operating Expense | <u>3,937,423</u> | <u>-</u> | <u>3,937,423</u> | <u>3,566,207</u> | <u>-</u> | <u>3,566,207</u> |
| CHANGE IN NET ASSETS | 1,082,497 | 5,505,696 | 6,588,193 | 91,206 | (506,139) | (414,933) |
| Net Assets - Beginning of Year | <u>1,078,498</u> | <u>2,283,933</u> | <u>3,362,431</u> | <u>987,292</u> | <u>2,790,072</u> | <u>3,777,364</u> |
| NET ASSETS - END OF YEAR | <u>\$ 2,160,995</u> | <u>\$ 7,789,629</u> | <u>\$ 9,950,624</u> | <u>\$ 1,078,498</u> | <u>\$ 2,283,933</u> | <u>\$ 3,362,431</u> |

See accompanying Notes to Financial Statements.

**SEARCH INSTITUTE
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

| | 2021 | | | | 2020 | | | |
|---------------------------------------|---------------------|---------------------------|-----------------|---------------------|---------------------|---------------------------|-----------------|---------------------|
| | Program | Management and General | Fundraising | Total | Program | Management and General | Fundraising | Total |
| Payroll | \$ 1,534,802 | \$ 338,514 | \$ 514 | \$ 1,873,830 | \$ 1,686,390 | \$ 287,472 | \$ 4,228 | \$ 1,978,090 |
| Fringe Benefits and Payroll Taxes | 336,054 | 74,120 | 112 | 410,286 | 395,078 | 67,347 | 991 | 463,416 |
| Office Expenses | 78,179 | 73,885 | 36 | 152,100 | 75,398 | 46,640 | 66 | 122,104 |
| Travel and Business Meeting | 8,969 | 15,843 | 764 | 25,576 | 66,884 | 1,230 | - | 68,114 |
| Professional and Outside Services | 616,601 | 146,944 | - | 763,545 | 380,925 | 40,110 | - | 421,035 |
| Pass-Through Grants | 415,731 | - | - | 415,731 | 172,879 | - | - | 172,879 |
| Insurance | 14,961 | 3,300 | 5 | 18,266 | 33,736 | 5,739 | 17 | 39,492 |
| Occupancy and Maintenance | 137,576 | 30,344 | 46 | 167,966 | 140,647 | 23,927 | 68 | 164,642 |
| Cost of Publications and Surveys Sold | 25,440 | - | - | 25,440 | 38,240 | - | - | 38,240 |
| Bad Debt Expense | - | - | - | - | - | 15,956 | - | 15,956 |
| Total Expenses Before Depreciation | <u>3,168,313</u> | <u>682,950</u> | <u>1,477</u> | <u>3,852,740</u> | <u>2,990,177</u> | <u>488,421</u> | <u>5,370</u> | <u>3,483,968</u> |
| Depreciation and Amortization | <u>71,761</u> | <u>12,902</u> | <u>20</u> | <u>84,683</u> | <u>61,679</u> | <u>20,560</u> | <u>-</u> | <u>82,239</u> |
| Total Functional Expenses | <u>\$ 3,240,074</u> | <u>\$ 695,852</u> | <u>\$ 1,497</u> | <u>\$ 3,937,423</u> | <u>\$ 3,051,856</u> | <u>\$ 508,981</u> | <u>\$ 5,370</u> | <u>\$ 3,566,207</u> |
| | 82% | 18% | 0% | 100% | 86% | 14% | 0% | 100% |

See accompanying Notes to Financial Statements.

**SEARCH INSTITUTE
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

| | 2021 | 2020 |
|---|--------------|--------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in Net Assets | \$ 6,588,193 | \$ (414,933) |
| Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities: | | |
| Depreciation and Amortization | 84,683 | 82,239 |
| Contributions Restricted to Endowment | (793,563) | - |
| Change in Allowance for Doubtful Accounts | (20,514) | 15,000 |
| Change in Discount on Long-Term Receivables | 170,112 | - |
| Change in Investment Value in Beneficial Interests Held by Others | (5,082) | (1,694) |
| Unrealized Loss on Investments | 22,538 | 1,465 |
| (Increase) Decrease in Assets: | | |
| Prepaid Expenses | 15,766 | (14,686) |
| Inventory | 15,676 | 14,974 |
| Accounts Receivable | (302,229) | 89,548 |
| Grants Receivable | (4,227,194) | 435,000 |
| Increase (Decrease) in Liabilities: | | |
| Accounts Payable | 39,573 | (184,192) |
| Accrued Liabilities | (86,103) | 129,467 |
| Deferred Contract Revenue | 10,029 | 89,224 |
| Deferred Lease Credits | (35,685) | (33,194) |
| Net Cash Provided by Operating Activities | 1,476,200 | 208,218 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchases of Property, Plant, and Equipment | (137,457) | (7,190) |
| Purchases of Investments | (8,765) | (3,772,584) |
| Proceeds from Sale of Investments | 250,000 | 3,421,000 |
| Net Cash Provided (Used) by Investing Activities | 103,778 | (358,774) |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 1,579,978 | (150,556) |
| Cash and Cash Equivalents - Beginning of Year | 648,860 | 799,416 |
| CASH AND CASH EQUIVALENTS - END OF YEAR | \$ 2,228,838 | \$ 648,860 |

See accompanying Notes to Financial Statements.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Business

Search Institute (the Institute) is a Minnesota nonprofit corporation that engages in research and educational services that promote the well-being of children and adolescents. The Institute fulfills its mission by engaging in in-depth applied research and evaluation, and by conducting surveys that explore young people's needs and the effectiveness of youth-serving programs. The Institute's primary sources of revenues are contracts, contributions from corporations and private foundations, and sales of training workshops and conferences, survey services, research-based books, and materials.

Financial Statement Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Institute and changes therein are classified and reported as follows:

Without Donor Restrictions – Those resources not subject to donor-imposed restrictions. The Institute has discretionary control over these resources.

With Donor Restrictions – Those resources subject to donor-imposed restrictions which will be satisfied by actions of the Institute or passage of time. There are also resources that are restricted by donors to investment in perpetuity. The income may be expended for such purpose as specified by the donor, or if none, then for any purpose of the Institute.

Revenues are reported as increases in net assets without donor restriction unless use of the related asset is limited by donor-imposed restrictions. Donor-restricted contributions, the restrictions of which are met in the same year as the gift is made, are reported as with donor restrictions contributions in the current year. Expenses are reported as decreases in net assets without donor restrictions. Expirations of net assets with donor restrictions are reported as reclassifications between the applicable classes of net assets.

Accounting Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Equivalents

The Institute deposits its temporary cash investments in high credit quality financial institutions. At times, such investments may be in excess of Federal Deposit Insurance Corporation insurance limits. Cash and cash equivalents include cash on hand, savings, and money market accounts.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables

Accounts, contracts, and grants receivable are stated at net realizable value. Bad debts are provided on the reserve method based on historical experience and management's evaluation of outstanding receivables at the end of each year. When all collection efforts have been exhausted, the accounts are written off against the related allowance. The allowance for uncollectible accounts was \$29,486 and \$50,000 at December 31, 2021 and 2020, respectively.

Inventory

Inventory consists of published books and books in the process of being published. Inventory is valued at the lower net realizable value or cost. An allowance for excess and obsolete inventory has been recorded for books, which may not be saleable based on historical data. The allowance for obsolescence was \$17,000 and \$20,000 at December 31, 2021 and 2020, respectively.

Investments

Investments are recorded at fair value. Investment income, including gains and losses on investments, is recorded as increases or decreases in net assets without donor restrictions unless its use is limited by donor-imposed restrictions or law.

The Institute's investments are exposed to various risks such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investments, it is reasonably possible that those changes in the values of investments will occur in the near term and that such changes could be material to the amounts reports in the balance sheet.

Beneficial Interests in Assets Held by Others

The Institute's beneficial interest in a donor-designated fund with The Minneapolis Foundation is recognized as an asset. The governing instrument of The Minneapolis Foundation states that The Minneapolis Foundation shall have the sole and exclusive right to manage, control, and conduct the affairs of the donor-designated fund and to modify any direction, restriction or condition, and the timing of distributions from the fund. However, the Institute named itself as the beneficiary and as a result is recognized as an asset. The beneficial interest in assets held by others is classified as net assets with donor restrictions on the balance sheet.

Office Furniture and Equipment

Office furniture and equipment acquisitions in excess of \$1,000 are recorded at cost. Depreciation is computed using the straight-line method over an estimated useful life of five years.

Website and Software

Website and software acquisitions in excess of \$1,000 are recorded cost. Depreciation is computed using the straight-line method over an estimated useful life of three years.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leasehold Improvements

Leasehold improvements are recorded at cost and are being amortized over the shorter of the useful life or the term of the lease.

Grants

Grant revenue is recognized when notification is received, absent any condition clauses on recognition. Expenditures under grant contracts are subject to review by the granting authority. To the extent, if any, that such a review reduces expenditures allowable under these contracts, the Institute will record such disallowance at the time the determination is made. Two organizations comprised 79% of grant revenue for the year ended December 31, 2021, and four organizations comprised 100% of grant revenue for the year ended December 31, 2020.

Consulting Revenue

Consulting revenue relates to amounts received from organizations and governmental agencies to fund various projects undertaken by the Institute. Performance obligations are determined based on the services, milestones, or other obligations as outlined in each consulting contract. Revenue for performance obligations is satisfied over time and is recognized based on actual charges incurred using the input method. The Institute believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Expenses are recorded as incurred. Amounts received related to contract revenue and not yet earned, are recorded as deferred contract revenue. As of December 31, 2021 and 2020, contract assets consist of accounts receivable in the amount of \$72,666 and \$25,034, respectively. As of December 31, 2021 and 2020, contract liabilities consist of deferred revenue in the amount of \$114,908 and \$126,355, respectively. In 2021, one organization comprised 20% of consulting revenue. In 2020, two organizations comprised 62% of consulting revenue.

Curriculum Sales and Training

Curriculum sales relate to amounts received in exchange for survey services, research-based books, and materials. The revenue is recognized at the time of the sale, using the point in time method. Training revenue is recognized when the conference or workshop is held, also using the point in time method. All revenues are recognized based on the outputs provided in the contracts. Amounts received in advance are recorded as deferred revenue. As of December 31, 2021 and 2020 contract assets consist of accounts receivable in the amount of \$153,186 and \$48,587, respectively. As of December 31, 2021 and 2020, contract liabilities consist of deferred revenue in the amount of \$85,915 and \$64,439, respectively.

Contributions

Contributions are recognized as revenue in the period received or pledged. All contributions are considered to be available for use without donor restriction unless specifically restricted by the donor. Contributions to be received after one year are discounted to reflect the time value of money. Conditional promises to give are not recognized as contribution revenue and receivables until the conditions have been substantially met. There were no conditional promises to give as of December 31, 2021 and 2020.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expense

Salaries and related expenses are allocated to the program and supporting services based on actual time employees spend on each function. The remaining expenses are allocated as a percentage of direct labor hours devoted to that function or using another systematic methodology.

Tax-Exempt Status

The Institute qualifies as a tax-exempt organization described in Section 501(c)(3) and is not a private foundation under Section 509(a)(2) of the Internal Revenue Code. As such, it is subject to federal and state income taxes on net unrelated business income. The Institute currently has no unrelated business income.

The Institute follows a policy that clarifies the accounting for uncertainty in income taxes recognized in an organization's financial statements. The policy prescribes a recognition threshold and measurement principles for the financial statement recognition and measurement of tax positions taken or expected to be taken on a tax return that are not certain to be realized.

Fair Value Measurements

The Institute has categorized its financial instruments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Financial assets and liabilities valued at fair value are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Financial assets and liabilities, whose values are based on unadjusted quoted prices for identical assets or liabilities in an active market that the Institute has the ability to access.

Level 2 – Financial assets and liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include the following:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in nonactive markets;
- pricing models whose inputs are observable for substantially the full term of the asset or liability; and prices for similar assets or liabilities in active markets;
- pricing models whose inputs are derived principally from or corroborated by observable market data through correlation or other means for substantially the full term of the asset or liability for similar assets or liabilities in active markets.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements (Continued)

Level 3 – Financial assets and liabilities, whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management’s own assumptions about the assumptions a market participant would use in pricing the asset or liability. Securities valued using Level 3 inputs include funds held on behalf of the Institute at The Minneapolis Foundation. The inputs used to determine the funds held are based on the underlying value of the holdings as well as the Institute’s proportionate share of The Master Fund at The Minneapolis Foundation.

Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation. The reclassifications had no effect on the change in net assets or total net assets as previously reported.

Subsequent Events

Subsequent events have been evaluated through April 11, 2022, which is the date the financial statements were available to be issued.

NOTE 2 LIQUIDITY

The Institute receives significant contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major, and central to its annual operations to be available to meet cash needs for general expenditures. The Institute manages its liquidity and reserves following three guiding principles: Operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs, and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged.

The Institute has a liquidity goal to maintain current financial assets less current liabilities at a minimum of 30 days operating expenses. The Institute has a goal to target a year-end balance of reserves of unrestricted, undesignated net assets at approximately 120 days of expected expenditures. To achieve these targets, the entity forecasts its future cash flows and monitors its liquidity quarterly and monitors its reserves annually.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 2 LIQUIDITY (CONTINUED)

The level of liquidity and reserves was managed within these requirements as of December 31:

| | 2021 | 2020 |
|----------------------------|--------------|--------------|
| Financial Assets: | | |
| Cash and Equivalents | \$ 2,228,838 | \$ 648,860 |
| Accounts Receivable, Net | 225,852 | 73,221 |
| Grants Receivable, Net | 4,327,194 | 100,000 |
| Investments | 2,513,326 | 2,777,099 |
| Total Financial Assets | 9,295,210 | 3,599,180 |
| Less: | | |
| Donor-Imposed Restrictions | (6,959,830) | (2,252,779) |
| Net Financial Assets | \$ 2,335,380 | \$ 1,346,401 |

NOTE 3 INVESTMENTS

The following tables present a summary of investment holdings as of December 31. The tables also present the fair value hierarchy for the balances of the assets of the Institute measured at fair value on a recurring basis as of December 31:

| | 2021 | | | | |
|-------------------------------|--------------|---------|-----------|-------------------------------------|--------------|
| | Level 1 | Level 2 | Level 3 | Assets Not Held at Fair Value | Total |
| Beneficial Interest in Assets | | | | | |
| Held by Others | \$ - | \$ - | \$ 36,236 | \$ - | \$ 36,236 |
| Equities | 3,646 | - | - | - | 3,646 |
| Fixed Income Mutual Funds | 999,212 | - | - | - | 999,212 |
| Certificates of Deposit | - | - | - | 1,510,468 | 1,510,468 |
| Total | \$ 1,002,858 | \$ - | \$ 36,236 | \$ 1,510,468 | \$ 2,549,562 |
| | | | | | |
| | 2020 | | | | |
| | Level 1 | Level 2 | Level 3 | Assets Not Held at Fair Value | Total |
| Beneficial Interest in Assets | | | | | |
| Held by Others | \$ - | \$ - | \$ 31,154 | \$ - | \$ 31,154 |
| Equities | 3,254 | - | - | - | 3,254 |
| Fixed Income Mutual Funds | 1,015,839 | - | - | - | 1,015,839 |
| Certificates of Deposit | - | - | - | 1,758,006 | 1,758,006 |
| Total | \$ 1,019,093 | \$ - | \$ 31,154 | \$ 1,758,006 | \$ 2,808,253 |

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 3 INVESTMENTS (CONTINUED)

The following tables describe the valuation techniques used to calculate fair value for assets in Level 3. There were no changes in valuation techniques and related inputs from the prior year.

| Quantitative Information About Level 3 Fair Value Measurements | | | |
|--|---------------------------------------|-------------------------------------|-------------------------------|
| Type of Assets | Fair Value at December 31, 2021 | Principal Valuation Technique | Unobservable Inputs |
| Beneficial Interest in Assets Held by Others | \$ 36,236 | FMV of Assets | Value of Underlying Assets |

| Quantitative Information About Level 3 Fair Value Measurements | | | |
|--|---------------------------------------|-------------------------------------|-------------------------------|
| Type of Assets | Fair Value at December 31, 2020 | Principal Valuation Technique | Unobservable Inputs |
| Beneficial Interest in Assets Held by Others | \$ 31,154 | FMV of Assets | Value of Underlying Assets |

NOTE 4 RECEIVABLES

The following is a summary of the Institute's receivables at December 31, 2021:

| | Accounts Receivable | Bequest Receivable | Grants Receivable |
|---|------------------------|-----------------------|----------------------|
| Amounts Due in: | | | |
| Less than One Year | \$ 255,338 | \$ 793,563 | \$ 900,000 |
| One to Five Years | - | - | 3,597,306 |
| Total | 255,338 | 793,563 | 4,497,306 |
| Less: Allowance for Doubtful Accounts | (29,486) | - | - |
| Less: Discount on Long-Term Receivables | - | - | (170,112) |
| Receivables, Net | \$ 225,852 | \$ 793,563 | \$ 4,327,194 |

The following is a summary of the Institute's receivables at December 31, 2020:

| | Accounts Receivable | Bequest Receivable | Grants Receivable |
|---|------------------------|-----------------------|----------------------|
| Amounts Due in: | | | |
| Less than One Year | \$ 123,221 | \$ - | \$ 100,000 |
| One to Five Years | - | - | - |
| Total | 123,221 | - | 100,000 |
| Less: Allowance for Doubtful Accounts | (50,000) | - | - |
| Less: Discount on Long-Term Receivables | - | - | - |
| Receivables, Net | \$ 73,221 | \$ - | \$ 100,000 |

Long-term receivables were discounted at a rate of 2.65% as of December 31, 2021.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 4 RECEIVABLES (CONTINUED)

At December 31, 2021, three organizations comprised 100% of grants receivable and one estate comprised 100% of the bequest receivable. At December 31, 2020, three organizations comprised 72% of accounts receivable and one organization comprised 100% of grants receivable.

NOTE 5 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were as follows at December 31:

| | <u>2021</u> | <u>2020</u> |
|---|---------------------|---------------------|
| Purpose Restrictions: | | |
| Chan Zuckerberg Initiative | \$ 3,575,183 | \$ - |
| Gates Foundation - Social Capital | 2,453,009 | 380,507 |
| Gates Foundation - Student Voice | 548,610 | - |
| Gates Foundation - Math Tutor Framework | 181,053 | - |
| Gates Foundation - Resource Dissemination | 100,574 | 488,708 |
| Altria - Family Partnerships | 74,949 | 415,487 |
| Altria - Get Connected | 61,881 | 96,059 |
| WEM Foundation - Measuring What Matters | 56,996 | 125,232 |
| Susan Crown Exchange - Peer Relationships | 50,779 | - |
| Union Presbyterian Seminary | 17,784 | - |
| Altria - Family Engagement Resources | 9,124 | 399,984 |
| Ting Foundation - Peer Relationships | - | 5,582 |
| Einhorn Family Charitable Trust | - | 93,177 |
| Carlson Family Foundation | - | 248,043 |
| Discount on LT Receivables | (170,112) | - |
| Total Purpose Restrictions | <u>6,959,830</u> | <u>2,252,779</u> |
| Beneficial Interest in Assets Held by Others | 36,236 | 31,154 |
| Purpose Restrictions to be Held in Perpetuity | 793,563 | - |
| Total Net Assets With Donor Restrictions | <u>\$ 7,789,629</u> | <u>\$ 2,283,933</u> |

Net Assets Released from Restrictions

| | <u>2021</u> | <u>2020</u> |
|---------------------|---------------------|---------------------|
| Purpose Restriction | <u>\$ 2,387,533</u> | <u>\$ 1,779,946</u> |

NOTE 6 ENDOWMENT

The Institute's endowment was established to support the national promotion of youth training programs. Its endowment includes a donor-restricted bequest receivable as of December 31, 2021. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the board of directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 6 ENDOWMENT (CONTINUED)

Investment Objectives and Spending Policy

The Institute was awarded the bequest receivable in December 2021, and due to this receipt late in the year, has not yet adopted an investment policy nor a spending policy for the appropriation of earnings on the endowment.

Interpretation of Relevant Law

The board of directors of the Institute has interpreted the Minnesota Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund absent explicit donor stipulations to the contrary. As a result of this interpretation, the Institute classifies as net assets with donor restrictions the original value of the gifts to the permanent endowment and the value of subsequent gifts to the permanent endowment. The remaining portion of donor-restricted endowment funds, if any that is not classified as net assets with donor restrictions to be held in perpetuity is classified as net assets with donor restrictions for purpose until those amounts are appropriated for expenditure by the Institute.

In accordance with UPMIFA, the Institute considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Institute and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Institute
- (7) The investment policies of the Institute.

The following is a summary of endowment funds subject to UPMIFA for the years ended December 31:

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Total</u> |
|---|---------------------------------------|------------------------------------|-----------------------|
| Endowment Investments - January 1, 2021 | \$ - | \$ - | \$ - |
| Investment Income | - | - | - |
| Contributions | - | 793,563 | 793,563 |
| Appropriations of Endowment Assets for Expenditure | - | - | - |
| Endowment Investments - December 31, 2021 | <u>\$ -</u> | <u>\$ 793,563</u> | <u>\$ 793,563</u> |

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020**

NOTE 6 ENDOWMENT (CONTINUED)

Interpretation of Relevant Law (Continued)

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2020 Total</u> |
|---|---------------------------------------|------------------------------------|-----------------------|
| Endowment Net Assets - January 1, 2020 | \$ - | \$ - | \$ - |
| Investment Income | - | - | - |
| Contributions | - | - | - |
| Appropriations of Endowment Assets for Expenditure | - | - | - |
| Endowment Net Assets - December 31, 2020 | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |

No board-designated endowments existed at December 31, 2021 and 2020.

Fund Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Institute to retain as a fund of perpetual duration. There were no fund deficiencies as of December 31, 2021 and 2020.

NOTE 7 RETIREMENT PLAN

The Institute sponsors a 403(b) retirement plan for all eligible employees. The Institute matches contributions at 3% of employee contributions with a cap of \$1,500 per employee. Employees must be 21 years of age and work at the Institute for three months prior to receiving matching contributions. Total contributions by the Institute for the years ended December 31, 2021 and 2020 were \$33,261 and \$40,514, respectively.

**SEARCH INSTITUTE
NOTES TO FINANCIAL STATEMENTS
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NOTE 8 COMMITMENTS

Rental expense for office space and equipment was \$118,210 in 2021 and \$106,017 in 2020 based on agreements which expire on various dates through 2026. In 2017, the Institute signed a new office lease, with escalating rental payments, over an 87-month lease term. The lease for office space expires in 2025. Minimum annual payments under terms of these operating leases are as follows:

| <u>Year Ending December 31,</u> | <u>Amount</u> |
|---------------------------------|-------------------|
| 2022 | \$ 114,070 |
| 2023 | 116,561 |
| 2024 | 119,053 |
| 2025 | 20,481 |
| 2026 | 684 |
| Total | <u>\$ 370,849</u> |

NOTE 9 PAYCHECK PROTECTION PROGRAM

On May 4, 2020, the Institute received proceeds in the amount of \$383,000 to fund payroll, rent, and utilities through the Paycheck Protection Program (PPP). The PPP loan may be forgiven by the U.S. Small Business Administration (SBA) subject to certain performance barriers, as outlined in the loan agreement and the CARES Act. Therefore, the Institute has classified this loan as a conditional contribution for accounting purposes. The Institute recognized \$383,000 in grant revenue related to this agreement during the year ended December 31, 2020, which represents the portion of the PPP loan funds for which the performance barriers had been met. On February 3, 2021, the SBA processed the Institute's PPP loan forgiveness application and notified its lender the PPP loan qualified for full forgiveness.

Under the second round of Paycheck Protection Program funding, the Institute applied for and was approved for an additional \$375,000 loan. The Institute has also classified this loan as a conditional contribution for accounting purposes. The Institute recognized \$375,000 in grant revenue related to this second agreement during the year ended December 31, 2021. This represents the portion of the PPP loan funds for which the performance barriers were met. On November 16, 2021, the SBA processed the Institute's second PPP loan forgiveness application and notified its lender the PPP loan qualified for full forgiveness.

The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar thresholds and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Institute's financial position.

Search Institute
Our Board of Directors

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Department of Human Services, State of Minnesota

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Fahren LLC

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YMCA of the North

****Member of Executive Committee***

Mary T. Shrader

Woodbury, MN [REDACTED]
[REDACTED]

Search Institute

(2012 to Present)

Manager, Strategic Partnerships

Minneapolis, MN

Search Institute is a non-profit leading global applied research innovator in discovering what children, youth, and families need to thrive. Search Institute partners with family and youth-serving organizations to bridge research and practice. My position is directly responsible for building relationships with multiple sector organizations that engage and support families and young people. I have a strong history of successfully building trust and nurturing relationships with client partners by taking the time to understand complex motivations, goals and needs.

Partnership Management:

- Develops and maintains revenue-generating relationships with youth and family organization senior leaders and stakeholders, including K-12 Schools, school districts, higher education extension organizations, government, military, community coalitions, health and human services, and prevention organizations.
- Collaborates cross-functionally across Search Institute's internal and external stakeholders to drive value and accelerate revenue growth.
- Directly responsible to guide partners in the complex selection and implementation of professional learning and measurement in areas of family engagement and positive youth development principles to reach organizational goals and better outcomes for young people and families.
- Recruits individual and organization partners for research projects.
- Represents the voice of the partner/client to ensure a client-centered, relationship-focused approach to product design, sales, and fulfillment of products and services.

Marketing:

- Provides strategic oversight to the development of marketing strategies to grow partnerships and increase reach and revenue.

Professional Learning Management:

- Manages a team of professional development contract trainers & facilitators to deliver client-focused youth development professional learning; keynotes, workshops, and consulting services.
- Negotiates trainer fee agreements, and creates training policies, procedures, processes, hiring, and onboarding.

- Assists with the design and formative assessment of workshop products, to ensure continued improvement of professional development workshop content, delivery, and fulfillment.

Barnes & Noble Booksellers**Minnetonka, MN****(Sep 2007 - 2012)****Lead Community Relations Training Manager**

- Ranked top one percent salesperson nationwide in book sales, e-book, and nook sales to area institutions (K-12 Schools and Corporate).
- Responsible for regional sales training and onboarding of new B&N CRM staff nationwide.
- Secured and implemented events for nonprofit, youth-serving organizations annually with Book Fair Fundraisers resulting in record national sales, working closely with organization leaders, staff, and volunteers.
- Developed new customer relationships locally with local corporations and K-12 school district administrations.

Prior to 2007 - 8 years' experience as Vice President Entertainment, managed a 4 million budget scheduling National Recording Artists for nonprofit and for profit entities, including contract negotiation and production management.

EDUCATION:**SAINT CLOUD STATE UNIVERSITY, Saint Cloud, MN***Bachelor of Elective Studies Degree, Psychology/Business***UNIVERSITY OF MINNESOTA**- M. Ed. Parent & Family Education**UNIVERSITY OF MINNESOTA** - Certified Trainer of Trainers**Additional Background - Skills / Awards / Interests:**

- **Technical Skills:** Knowledge of various software including use of Salesforce, Microsoft Office, Oracle, Liquid Planner, Google, Cvent, and Zoom, trained in Zoom Virtual and in-person Training Techniques, facilitator skills,
- **StrengthsFinder:** Strategic, Maximizer, Input, Achiever, Focus
- IDI training completed
- **Interests:** Biking, Hiking, Technology, Travel, Reading
- Excellent written and verbal communication skills.