



Virginia M. Barry, Ph.D.
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

September 25, 2015

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to **retroactively** grant funds to New Hampshire Coalition for Occupational Safety and Health, Hooksett, NH (vendor code 166732) to provide English Language/Civics Education classes to workers who are learning English as another language and to students in adult basic education classes throughout the state for the period effective September 1, 2015 through June 30, 2016 in an amount not to exceed \$28,454.00. 35% Federal Funds, 65% General Funds.

Funding is available in the account titled Adult Education in FY 2016 as follows:

06-56-56-566010-70040000-072-500575	Grants – Federal	\$ 9,958.90
06-56-56-566010-70040000-601-500931	State Fund Match	\$18,495.10

EXPLANATION

This request is **retroactive** due to additional documentation required in the contract packet as instructed by the Attorney General's Office. In addition to the customary practice of using the Department's Project and Budget Application Form, a new Grant Agreement form is now being used by the Department of Education which required additional, new documents to be signed by the contractor, delaying the process.

The requested funds will be used to provide English Language/Civics Education classes to workers who are learning English as another language and to students in adult basic education classes. The programs will combine instruction in language skills with education in a variety of civic, community and worker rights and responsibilities. Services provided from this grant will be available to adult education centers throughout the state. Approximately three hundred forty adults will be served by the program.

All federal and state adult education grants were originally awarded through a competitive application process that is open to school districts, private-not-for-profit and governmental agencies. The criteria for evaluating the applications are contained in the Adult Education and Family Literacy Act (Workforce Innovation and Opportunity Act of 2014). (See Attachment A). Under the Workforce

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Innovation and Opportunity Act of 2014, a request for applications was released to eligible applicants, (school districts, private not-for-profits and state agencies) on April 1, 2015. (See Attachment B). Grants were awarded to school districts, state agencies and private-not-for-profit organizations based on applications received from eligible organizations that met the criteria for funding. NH Coalition for Occupational Safety and Health of Hooksett, NH is an eligible organization that meets the funding criteria.

Funding for these grants comes from the Adult Education and Family Literacy Act and state funding for adult education. All grants are approved by the staff of the Bureau of Adult Education, NH Department of Education after a competitive application process open to all interested agencies.

The Bureau of Adult Education provides educational services to approximately 8,000 adults each year. The New Hampshire Department of Education's Centralized Federal Funding System will be utilized to grant funds to the NH Coalition for Occupational Safety and Health.

Should Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

Attachment A

A request for applications was released to eligible applicants (school districts, private not for profits and state agencies) on April 1, 2015.

All grants awarded by the Bureau of Adult Education to school districts, state agencies and private not-for profit organizations are based on applications received from eligible organizations that meet the criteria for funding below. Each response to the request for applications addressed the services to be provided and met the criteria required for awarding a grant/contract.

Applications for adult education services at the local level are required annually. The grants based upon those applications are for services provided from July 1-June 30, or services provided during their program year.

Criteria for Awarding Grants/Contracts to Local Agencies

(Adult Education and Family Literacy Act-Title II-Workforce Innovation & Opportunity Act of 2014)

In awarding grants or contracts under this section, the eligible agency shall consider –

- (1) the degree to which the eligible provider would be responsive to –
 - (A) regional needs as identified in the local plan under section 108; and
 - (B) serving individuals in the community who were identified in such plan as most in need of adult education and literacy activities, including individuals –
 - (i) who have low levels of literacy skills; or
 - (ii) who are English language learners;
- (2) the ability of the eligible provider to serve eligible individuals with disabilities, including eligible individuals with learning disabilities;
- (3) past effectiveness of the eligible provider in improving the literacy of eligible individuals, to meet State-adjusted levels of performance for the primary indicators of performance described in section 116, especially with respect to eligible individuals who have low levels of literacy;
- (4) the extent to which the eligible provider demonstrates alignment between proposed activities and services and the strategy and goals of the local plan under section 108, as well as the activities and services of the one-stop partners;
- (5) whether the eligible provider's program –
 - (A) is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and
 - (B) uses instructional practices that include the essential components of reading instruction;
- (6) whether the eligible provider's activities, including whether reading, writing, speaking, mathematics, and English language acquisition instruction delivered by the eligible provider, are based on the best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice;
- (7) whether the eligible provider's activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance;
- (8) whether the eligible provider's activities provide learning in context, including through integrated education and training, so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship;
- (9) whether the eligible provider's activities are delivered by well-trained instructors, counselors, and administrators who meet any minimum qualifications established by the State, where applicable, and who have access to high quality professional development, including through electronic means;

- (10) whether the eligible provider's activities coordinate with other available education, training, and social service resources in the community, such as by establishing strong links with elementary schools and secondary schools, postsecondary educational institutions, institutions of higher education, local workforce investment boards, one-stop centers, job training programs, and social service agencies, business industry, labor organizations, community-based organizations, nonprofit organizations, and intermediaries, for the development of career pathways;
- (11) whether the eligible provider's activities offer flexible schedules and coordination with Federal, State, and local support services, (such as child care, transportation, mental health services, and career planning) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs;
- (12) whether the eligible provider maintains a high-quality information management system that has the capacity to report measurable participant outcomes (consistent with section 116) and to monitor program performance; and
- (13) whether the local areas in which the eligible provider is located have a demonstrated need for additional English language acquisition programs and civics education programs.

Attachment B

All proposals that were approved in the past fiscal year 2014-2015 under Workforce Opportunity Act – Title II are extended through the next fiscal year 2015-2016 under the Workforce Innovation and Opportunity Act.

This process is approved under the NH State Plan for Adult Education Extension – FY16 approved by the U.S. Department of Education, Office of Career Technical and Adult Education.

ADULT BASIC EDUCATION PROGRAMS – SCHOOL YEAR 2015-2016

Ascentria Community Services formerly Lutheran Community Services
Claremont School District
Derry School District
Dover School District
Exeter Region Cooperative School District
Franklin School District
Hillsboro Department of Corrections
International Institute of NH
Laconia School District
Manchester School District
Nashua Adult Learning Center
NH Coalition for Occupational Safety and Health
NH Department of Corrections
Plymouth School District
Salem School District
Second Start
Second Start – Staff Development
Southern NH Services/Manchester/Portsmouth

ADULT EDUCATION/POSTSECONDARY TRANSITIONS PROGRAMS – SCHOOL YEAR 2015-2016

Conway School District
Dover School District
Exeter Region Cooperative School District
Fuller Public Library/Hillsboro
Governor Wentworth Regional School District
Kearsarge Regional School District
Keene School District
Manchester School District
Nashua Adult Learning Center
Nashua School District
North Country Education Services
Pinkerton Academy
Southern NH Services/Portsmouth
Winnacunnet School District

ADULT HIGH SCHOOL PROGRAMS – SCHOOL YEAR 2015-2016

Bedford School District
Claremont School District
Concord School District
Contoocook Valley Regional School District
Conway school District
Dover School District
Exeter Region Cooperative School District
Franklin School District
Goffstown School District
Governor Wentworth Regional School District
Hudson School District
Jaffrey-Rindge Cooperative School District
Kearsarge Regional School District
Keene School District
Laconia School District
Lisbon Regional School District
Londonderry School District
Manchester School District
Monadnock Regional School District
Nashua School District
Northumberland School District
Pembroke School District
Pinkerton Academy
Rochester School District
Salem School District
Winnacunnet School District

ENGLISH LANGUAGE/CIVICS EDUCATION PROGRAMS – SCHOOL YEAR 2015-2016

Dover School District	International Institute of NH
Keene School District	Nashua Adult Learning Center
Manchester School District	NH Coalition for Occupational Safety and Health

ADULT LEARNER SERVICES PROGRAMS – SCHOOL YEAR 2015-2016

Dover School District
Exeter Region Cooperative School District
Fuller Public Library/Hillsboro
Governor Wentworth Regional School District
Keene School District
Laconia School District
Lebanon School District
Littleton School District
Nashua Adult Learning Center
North Country Education Services
Second Start/Concord

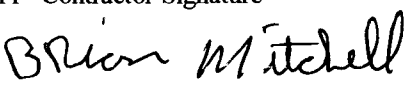
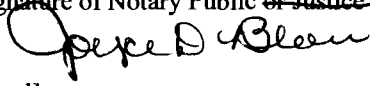

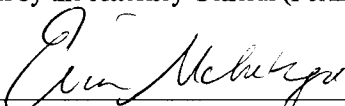
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20, Concord, NH 03301	
1.3 Contractor Name NH Coalition for Occupational Safety and Health		1.4 Contractor Address 161 Londonderry Turnpike, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-232-4406	1.6 Account Number 06-056-70040000-072-500575 06-056-70040000-601-500931	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$28,454.00
1.9 Contracting Officer for State Agency Art Ellison		1.10 State Agency Telephone Number 603-271-6698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Mitchell, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>August 25, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Joyce D Blouin, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory VIRGINIA M. BARRY, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/2/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BM
Date 8/25/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
The Services

NH Coalition for Occupational Safety and Health will provide the following services:

Project No. 1. English as a Second Language classes

The NH Coalition for Occupational Safety and Health will provide English as a Second Language classes to workers who are learning English as another language and to students in adult basic education.

Project No. 2. English Language/Civics Education classes

The NH Coalition for Occupational Safety and Health will provide English Language/Civics Education classes to workers who are learning English as another language and to students in adult basic education classes. The programs will combine instruction in language skills with education in a variety of civic, community, and worker rights and responsibilities. Services provided will be available to adult education centers through the state. Approximately three hundred forty adults will be served by the program.

Grantee Initials SM
Date 8/25/15

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

Estimated Budget: Project No. 1

	FY 2016
Teacher Salary	\$ 4,600.00
Executive Director Salary	1,380.00
Support Salary	3,000.00
Social Security	687.00
Health Insurance	900.00
Rent	940.00
Telephone	300.00
Postage	185.00
Printing	155.00
Travel	450.00
Staff Development	175.00
Office Supplies	675.00
Instructional Materials	180.00
Misc.	600.00
TOTAL	\$14,227.00

Estimated Budget: Project No. 2

	FY 2016
Teacher Salary	\$ 4,600.00
Executive Director Salary	1,380.00
Support Salary	3,000.00
Social Security	687.00
Health Insurance	900.00
Rent	940.00
Telephone	300.00
Postage	185.00
Printing	155.00
Travel	450.00
Staff Development	175.00
Office Supplies	675.00
Instructional Materials	180.00
Misc.	600.00
TOTAL	\$14,227.00

Limitation of Price:

This agreement will not exceed \$28,454.00

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Grantee Initials BM
Date 8/25/15

EXHIBIT C

Special Provisions

None

Grantee Initials BM
Date 8/25/15

PROJECT APPLICATION BUDGET AND DESIGNATION OF APPLICATION MANAGER/ PROJECT MANAGER

PROJECT # _____
 CHANGE # _____
 PAGE 1 of 2

Federal/State Program Title: English as a Second Language at NHCOSH

FROM: NH Coalition for Occupational Safety and Health
 161 Londonderry Turnpike
 Hooksett, NH 03106

TYPE OF CHANGE	BUDGET
	FUND AUTH
	FISCAL AGENT
	OTHER

SAU/RA: 998

Proposed Project Title: English as a Second Language at NHCOSH Project Period: 9/1/2015 to: 6/30/2016

The following information is required for all projects

PROJECT MANAGER: NAME: Brian Mitchell
 ADDRESS: NHCOSH, 161 Londonderry Turnpike, Hooksett, NH 03106
 E-MAIL ADDRESS: nhcosh@nhcosh.org

TITLE: Executive Director
 TELEPHONE: 803-232-4408
 FAX: 803-232-4461

FINANCIAL CONTACT: NAME: _____
 E-MAIL ADDRESS: _____

TELEPHONE: _____
 FAX: _____

The above named person is designated as Project Manager. I hold the Project Manager responsible for implementing the project in accordance with the approved project, for remaining within the budget limitations, for ensuring that only authorized items required to implement the project are charged to the project, and for initiating request to amend the approved project. No services or supplies will be ordered or charged to the project without written approval of the Project Manager.

THE APPLICANT AGENCY AGREES AND CERTIFIES THAT:

- This grant will be administered in accordance with the applicable provisions of the following federal laws and regulations:
 - Education Department General Administrative Regulations (EDGAR) in Title 34 Code of Federal Regulations (CFR), Parts 74, 75, 76, 77, 79, 80, 82, 85, 86; Civil Rights Regulations in 34 CFR, Parts 100 through 106, and specific program laws and regulations.
 - Any amendments in effect on the date of this grant award or to become effective during the project period are incorporated.
- Grant accounting and financial reporting will be in accordance with New Hampshire Department of Education "Federal Funds Financial Management Manual".
- Authorized funds will be obligated and expended only for the purposes described in the approved project proposal and budget.
- Audits will be in compliance with the Single Audit Act Amendments of 1998 (P.L. 104-156) and U.S. Office of Management and Budget (OMB) Circulars.
- Project approval, if given, will be on the condition that full funding of the Approved Budget and payment by the grantor are contingent upon the availability of a Federal Grant and Appropriation Authority approved by the General Court of New Hampshire or the Governor and Council of this State for this purpose. Neither the State nor the Department of Education shall be liable for payments under this grant except from such funds.

FISCAL AGENT - MAKE CHECKS PAYABLE TO:
 NH Coalition for Occupational Safety and Health
 161 Londonderry Turnpike
 Hooksett, NH 03106

APPROVED INDIRECT COST RATE: _____ %

Brian Mitchell, Executive Director
 PRINT NAME AND TITLE of SAU SUPERINTENDENT OF SCHOOLS
 or RACHIEF FINANCIAL OFFICER
Brian Mitchell
 SIGNATURE SAU SUPERINTENDENT OF SCHOOLS
 or RACHIEF FINANCIAL OFFICER
 DATE 8/25/15

PROJECT APPLICATION BUDGET AND DESIGNATION OF APPLICATION MANAGER/ PROJECT MANAGER

PROJECT # _____
 CHANGE # _____
 PAGE 1 of _____

Federal/State Program Title: English Language/Civics Education _____

FROM: NH Coalition for Occupational Safety and Health TO: Bureau of Adult Education
 161 Londonderry Turnpike NH Department of Education
 Hooksett, NH 03106 State Office Park South
 101 Pleasant Street
 Concord, New Hampshire 03301-3860

SAURA: 898 _____
 Proposed Project Title: English Language/Civics Education _____

The following information is required for all projects

PROJECT MANAGER: NAME: Brian Mitchell _____
 ADDRESS: NHCOSH, 161 Londonderry Turnpike, Hooksett, NH 03106 _____
 E-MAIL ADDRESS: nbcosh@nhcosh.org _____

FINANCIAL CONTACT: NAME: _____
 E-MAIL ADDRESS: _____

TYPE OF CHANGE	
BUDGET	
FUND AUTH	
FISCAL AGENT	
OTHER	

Project Period: 9/1/2015 to: 6/30/2016

TITLE: Executive Director
 TELEPHONE: 603-232-4406
 FAX: 603-232-4461

TELEPHONE: _____
 FAX: _____

The above named person is designated as Project Manager. I hold the Project Manager responsible for implementing the project in accordance with the approved project, for remaining within the budget limitations, for ensuring that only authorized items required to implement the project are charged to the project, and for initiating request to amend the approved project. No services or supplies will be ordered or charged to the project without written approval of the Project Manager.

THE APPLICANT AGENCY AGREES AND CERTIFIES THAT:

- This grant will be administered in accordance with the applicable provisions of the following federal laws and regulations:
 - Education Department General Administrative Regulations (EDGAR) in Title 34 Code of Federal Regulations (CFR), Parts 74, 76, 77, 78, 80, 82, 85, 86; Civil Rights Regulations in 34 CFR, Parts 100 through 106, and specific program laws and regulations.
 - Any amendments in effect on the date of this grant award or to become effective during the project period are incorporated.
- Grant accounting and financial reporting will be in accordance with New Hampshire Department of Education "Federal Funds Financial Management Manual".
- Authorized funds will be obligated and expended only for the purpose described in the approved project proposal and budget.
- Audits will be in compliance with the Single Audit Act Amendments of 1998 (P.L. 104-188) and U.S. Office of Management and Budget (OMB) Circulars.
- Project approval, if given, will be on the condition that full funding of the Approved Budget and payment by the grantor are contingent upon the availability of a Federal Grant and Appropriation Authority approved by the General Court of New Hampshire or the Governor and Council of this State for this purpose. Neither the State nor the Department of Education shall be liable for payments under this grant except from such funds.

FISCAL AGENT - MAKE CHECKS PAYABLE TO:
 NH Coalition for Occupational Safety and Health
 161 Londonderry Turnpike
 Hooksett, NH 03106

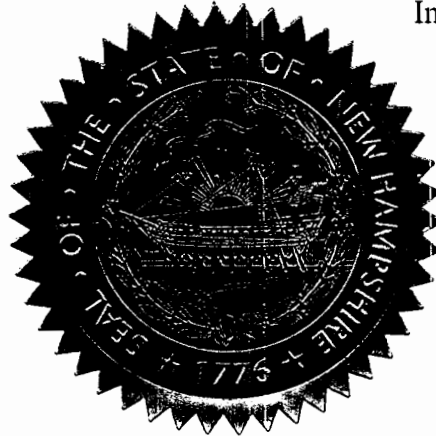
APPROVED INDIRECT COST RATE: _____ %

Brian Mitchell, Executive Director
 PRINT NAME AND TITLE OF SAU SUPERINTENDENT OF SCHOOLS
 or RACHIEF FINANCIAL OFFICER
Brian Mitchell
 SIGNATURE SAU SUPERINTENDENT OF SCHOOLS
 or RACHIEF FINANCIAL OFFICER
 DATE 8/25/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION FOR OCCUPATIONAL SAFETY AND HEALTH (NHCOSH) is a New Hampshire nonprofit corporation formed December 19, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Brian Mitchell, Clerk/Secretary of NH COSH do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on May 20, 2015 which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: NH COSH will enter into a Contract with the NH Department of Education to provide employment and training services to our school youth. This resolution shall remain in effect until specifically revoked.

That: NH COSH. Board of Directors has named Brian Mitchell as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 20, 2015
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

__ Dennis Martino	President
__ Alfred Bouchard	Vice President
__ Steve O'Connor	Secretary
__ Eva Castillo	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 25th day of August, 20 15.

(Corporate Seal if any)

Brian Mitchell
Clerk/Secretary

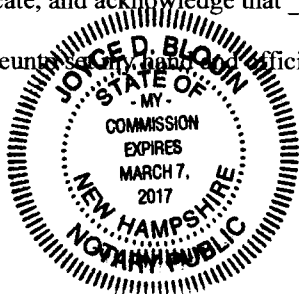
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

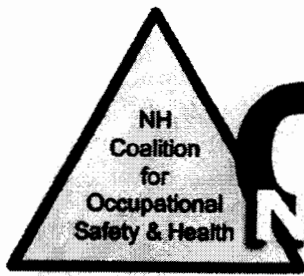
COUNTY OF Hillsborough

On 25th, 20 15 before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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



Joyce Blouin
Notary Public/Justice of the Peace



Safe Jobs - Workers' Rights

COSH
New Hampshire

161 Londonderry Turnpike • Hooksett, NH 03106-1938 • 603.232.4406 • www.nhcosh.org

September 24, 2015

To Whom It May Concern:

Per Board Resolution dated May 20, 2015, "The Board of the NH Coalition of Occupational Safety and Health authorizes Brian Mitchell, Director to sign contracts and agreements for funding from the NH Bureau of Adult Education for NH COSH's English Language/Civics and Adult Basic Education programs."

Dennis Martino
Chair of the Board
New Hampshire Coalition for Occupational
Safety and Health
161 Londonderry Turnpike
Hooksett, NH 03106
(603) 232-4406

NH Coalition for Occupational Safety & Health
Profit & Loss
 October 2013 through September 2014

	Oct '13 - Sep 14
Ordinary Income/Expense	
Income	
40015 · Donations	1,021.95
40055 · Membership dues	3,320.00
40090 · Agency Grants	3,660.11
Total Income	8,002.06
Cost of Goods Sold	
50000 · Cost of Goods Sold	
50010 · Salaries - Executive Director	34,989.90
50020 · Salaries - Trainers	11,077.71
50030 · Salaries - Administrative	3,863.27
51000 · Training - Trainer Fees	7,917.06
51010 · Training - Mlg, Trvl & Accom.	2,743.63
Total 50000 · Cost of Goods Sold	60,591.57
50080 · Payroll taxes	4,796.37
Total COGS	65,387.94
Gross Profit	-57,385.88
Expense	
50090 · Pension Contribution	5,681.83
61000 · Indirect Admin Expenses	677.57
61010 · Advertising & Marketing	159.50
61040 · Banking Service Charges	25.00
61070 · Computer Service & Repair	2,683.00
61075 · Health Insurance	1,400.00
61220 · Insurance - B/O	1,697.00
61225 · Insurance - W/C	777.00
61250 · Meeting	207.58
61310 · Memberships & Affiliations	1,011.00
61340 · Mileage, Travel & Accomodations	1,995.92
61370 · Office Supplies & Expenses	3,858.29
61400 · Payroll Process Fees	493.96
61430 · Postage & Delivery	226.26
61460 · Printing & Copying	-433.00
61490 · Professional Fees - Accounting	6,011.50
61495 · Professional Fees - Legal	1,662.50
61496 · Rent Expense	5,186.00
61575 · Special Events	300.47
61590 · Storage Expense	165.00
61595 · Telephone & Internet	699.30
61640 · Taxes - State	685.00
69999 · Indirect General Expenses	-534.63
Total Expense	34,636.05
Net Ordinary Income	-92,021.93
Other Income/Expense	
Other Income	
70010 · Interest-savings/short-term inv	6.43
Total Other Income	6.43
Net Other Income	6.43
Net Income	-92,015.50

NH Coalition for Occupational Safety & Health
Balance Sheet
 As of September 30, 2014

	Sep 30, 14
ASSETS	
Current Assets	
Checking/Savings	
10011 · Operating Account - St Mary's	2,497.35
10012 · Reserve Funds - St. Mary's	1,510.79
10024 · Petty cash	200.00
10028 · Restricted Funds - St. Mary's	252.32
Total Checking/Savings	4,460.46
Accounts Receivable	
11000 · Accounts Receivable	
11010 · A/R - GRANTS	
11015 · A/R - TNEC (5YR)	19,348.20
Total 11010 · A/R - GRANTS	19,348.20
11000 · Accounts Receivable - Other	28,000.00
Total 11000 · Accounts Receivable	47,348.20
Total Accounts Receivable	47,348.20
Other Current Assets	
14050 · Undeposited Funds	6,825.00
Total Other Current Assets	6,825.00
Total Current Assets	58,633.66
Fixed Assets	
15000 · Furniture, fixtures, & equip	18,632.10
15010 · Accum deprec- furn,fix,equip	-16,435.85
Total Fixed Assets	2,196.25
TOTAL ASSETS	60,829.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 · Accounts payable	
21010 · Accounts payable - Misc	81.75
21000 · Accounts payable - Other	1,995.02
Total 21000 · Accounts payable	2,076.77
Total Accounts Payable	2,076.77
Total Current Liabilities	2,076.77
Total Liabilities	2,076.77
Equity	
31000 · Unrestrict (retained earnings)	153,226.31
32000 · Prior period adjustment	-2,457.67
Net Income	-92,015.50
Total Equity	58,753.14
TOTAL LIABILITIES & EQUITY	60,829.91

NH Coalition for Occupational Safety & Health
Profit & Loss
 October 2014 through June 2015

	<u>Oct '14 - Jun 15</u>
Ordinary Income/Expense	
Income	
40015 · Donations	2,803.00
40055 · Membership dues	1,625.00
40115 · Agency Advance Awards	113,411.60
Total Income	<u>117,839.60</u>
Cost of Goods Sold	
50000 · Cost of Goods Sold	
50010 · Salaries - Executive Director	29,277.20
50020 · Salaries - Trainers	20,769.20
50030 · Salaries - Administrative	10,994.25
Total 50000 · Cost of Goods Sold	<u>61,040.65</u>
50080 · Payroll taxes	4,903.59
Total COGS	<u>65,944.24</u>
Gross Profit	51,895.36
Expense	
61000 · Indirect Admin Expenses	11.67
61010 · Advertising & Marketing	594.45
61040 · Banking Service Charges	35.05
61070 · Computer Service & Repair	682.00
61075 · Health Insurance	1,442.25
61225 · Insurance - W/C	-197.00
61250 · Meeting	616.78
61310 · Memberships & Affiliations	325.00
61340 · Mileage, Travel & Accomodations	3,756.41
61370 · Office Supplies & Expenses	2,922.75
61400 · Payroll Process Fees	463.00
61430 · Postage & Delivery	705.40
61460 · Printing & Copying	136.00
61490 · Professional Fees - Accounting	3,646.00
61495 · Professional Fees - Legal	100.00
61496 · Rent Expense	3,825.00
61575 · Special Events	993.70
61590 · Storage Expense	495.00
61595 · Telephone & Internet	931.71
61645 · License and Fees	80.00
Total Expense	<u>21,565.17</u>
Net Ordinary Income	30,330.19
Other Income/Expense	
Other Income	
70010 · Interest-savings/short-term inv	10.27
Total Other Income	<u>10.27</u>
Net Other Income	10.27
Net Income	<u><u>30,340.46</u></u>

NH Coalition for Occupational Safety & Health
Balance Sheet
As of June 30, 2015

	<u>Jun 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
10011 · Operating Account - St Mary's	14,673.63
10012 · Reserve Funds - St. Mary's	5,940.25
10024 · Petty cash	200.00
10028 · Restricted Funds - St. Mary's	12,799.78
Total Checking/Savings	<u>33,613.66</u>
Accounts Receivable	
11000 · Accounts Receivable	55,687.19
Total Accounts Receivable	<u>55,687.19</u>
Total Current Assets	89,300.85
Fixed Assets	
15000 · Furniture, fixtures, & equip	18,632.10
15010 · Accum deprec- furn,fix,equip	-16,435.85
Total Fixed Assets	<u>2,196.25</u>
TOTAL ASSETS	<u><u>91,497.10</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 · Accounts payable	1,346.02
Total Accounts Payable	1,346.02
Other Current Liabilities	
22000 · Payroll Liabilities	1,057.48
Total Other Current Liabilities	<u>1,057.48</u>
Total Current Liabilities	<u>2,403.50</u>
Total Liabilities	2,403.50
Equity	
31000 · Unrestrict (retained earnings)	61,210.81
32000 · Prior period adjustment	-2,457.67
Net Income	30,340.46
Total Equity	<u>89,093.60</u>
TOTAL LIABILITIES & EQUITY	<u><u>91,497.10</u></u>

New Hampshire Coalition for Occupational Safety and Health
161 Londonderry Turnpike
Hooksett, NH 03106
(603) 232-4406 Office (603) 232-4461
nhcosh@nhcosh.org www.nhcosh.org

BOARD OF DIRECTORS
2014 - 2015

Chair Dennis Martino (AFM #374)

Vice Chair Alfred P. Bouchard, NAMI, Working America

Secretary Steven O'Connor, IBEW #2320

Treasurer Eva Castillo, Working America

At-Large Members (3 Elected)

Heather M. Fairchild
Occupational Health & Safety
Coordinator/Wellness Coordinator
Department of Health and Human Services

The Board of Directors are volunteers.

***NH AFL-CIO Pres. Appointments
To the Board of Directors
(3 Members)***

Mark MacKenzie, President NH AFL-CIO

Rick Rothwell, Asbestos Workers Local 6

*Robert Marsh, Manchester Retired
Firefighters Assoc.*

Staff

Brian Mitchell, Exec. Dir., UAW Local 1981

Catherine Urella

Joyce Blouin

NH COALITION FOR
OCCUPATIONAL SAFETY
AND HEALTH
161 LONDONDERRY TURNPIKE
HOOKSETT NH 03106

KEY PERSONNEL

SALARY

BRIAN MITCHELL – EXECUTIVE DIRECTOR/TRAINER	\$39,200.00
CATHERINE URELLA – OFFICE SUPPORT	\$9,600.00
JOYCE BLOUIN – FINANCIAL SUPPORT	\$9,375.00

Brian Mitchell

Employment History

New Hampshire Coalition for Safety & Health Hooksett, NH 2009 –present
Executive Director

State Employees Association SEIU Local 1984 Concord, NH 1998-2007
Field Representative II/Negotiator

Negotiated and maintained 14 county and municipal union contracts. Organized new members and educated union stewards in process grievances, explained standards and procedures. Trained negotiation teams in collective bargaining.

City of Manchester, Highway Department 1974-1998

Operated various construction machines, including heavy equipment. Conducted assorted labor duties. Executed detailed maintenance mechanic skills on boiler systems. Performed a wide range of electrical, plumbing, heating, construction, layout, construction and concrete projects in the carpentry shop over 15 years. Implemented problem solving skills daily. Utilized stencils, jigs, templates and design drawings. Sound observation and attention to detail abilities used in diverse construction locations.

Education

Harvard Trade Union Program 1993
Cambridge, Mass

George Meany Center Health and Safety Train the Trainer 1993
Silver Springs, MD

American Arbitration Association Grievance and Arbitration preparation 1993
Augusta, Maine

Professional Experience

President of the Grant State Organizing Project 2012- present

President of the National Council for Occupational Safety and Health 2011-present

United Way Executive Board Member 1995-1997

President of AFSCME Local 298 1987-1998

Board member of Member NH AFL-CIO 1988-1998

Board member AFSCME Council 93 1988-1998

City of Manchester NH Safety Review Board 1995-1998

PROFESSIONAL OBJECTIVE:

To obtain a challenging position in which my leadership, problem solving, attention to detail and ability to manage multiple tasks will be utilized.

SUMMARY OF QUALIFICATIONS:

My professional background brings key result areas of organization, communication, marketing strategy and efficiency.

EMPLOYMENT HISTORY:

Business Manager Brandit Marketing Solutions Ltd. Manchester, NH

Jan. 2011~ June 2013

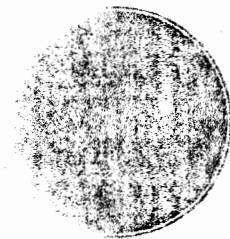
- Manage office operations to ensure efficiency and productivity.
- Manage accounts receivable/payable and reconcile accounts. (Quickbooks)
- Manage relations with customers, suppliers and contractors.
- Manage customer orders by serving as a first point of contact.
- Process purchase orders for vendors, verify all information for accuracy and create order acknowledgement for customer approval.
- Schedule appointments for customer and vendors to view new and upcoming product.

Secretary Maple Avenue Elementary Goffstown, NH

June 2008~ Jan. 2011

- Greet and interact with students, parents and employees in routine situations which require tact, discretion and courtesy.
- Enroll and discharge students. Request records from prior schools, distribute school records.
- Gather and prepare appropriate attendance information.
- Ability to manage sensitive student information in a confidential manner.
- Provide a variety of clerical duties.
- Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems.
- Sort and classify incoming mail and other information for efficient disbursement to appropriate recipients.
- Assist with and fire log, earthquake and emergency drills.

Reference available upon request



Joyce D. Blouin

Work History

10/2013 to Present

Baroody & Greenwood, LLC

Bookkeeper/Accounting Assistant

- Manager of the Bookkeeping Department.
- Working directly with over 12 bookkeeping clients.
- Going to clients locations and working on all aspects of client's needs.
- Completing all month-end and year-end applications
- Responsible for preparing all W-2's and 1099's for all of the firm's clients.
- Doing daily cash reconciliations for several businesses.
- Working daily with business clients, dealing with financial difficulties. Mapping out strategies to help my clients overcome these issues.
- Handling any labor or state tax issues that may arise.

05/2011 to 10/2013

Store It Now Self-Storage

Financial Manager – Accounting and Human Resources focused

- Responsible for AP, AR and GL applications for five locations
- Responsible for AP, AR and GL applications for separate property management business
- Responsible for Payroll, scheduling and supervision of nine employees
- Administration and explanation of benefits
- Facility management – scheduling for maintenance and handling On-Call emergencies
- Customer Service – assisting with rentals and collections
- Completing all month-end and year-end applications

06/2005 to 05/2011

A+ Bookkeeping/Richard M. Thomas, CPA

Bookkeeper/Accounting Assistant

- Completing personal tax returns and am experienced with partnership tax returns
- Processing of in-office payroll quarterlies – State and Federal – for both New Hampshire and Massachusetts
- Dedicated to and responsible for three condominium associations – responsible for AP, AR and GL applications as required
- Responsible for placing liens on properties that owe back fees
- Completing all month-end and year-end applications
- Responsible for preparing all W-2's and 1099's for all payroll and non-payroll clients
- Scheduling of all general maintenance tasks – painting, lawn care, snow removal, trash removal

Education

New Hampshire Community Technical College, Manchester, NH

- Accounting studies

Software Skills

- Highly proficient in all MS Office Solutions to include proficiency in Outlook, Word and Excel
- Highly proficient in QuickBooks, Creative Solutions Accounting, Creative Bookkeeping Solutions,
- Ultra Tax and TaxWise programs
- General office duties to include answering phones, faxing, copying and filing
- Mediation capabilities and problem solving
- Exceptional communication skills
- Trustworthy and responsible
- Leadership, training and mentoring abilities