

W 63



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

February 21, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to amend an existing agreement (PO #1031440) with New Hampshire Jobs for America's Graduates (NH-JAG), Manchester NH (Vendor code 158930) originally approved by Governor and Council on June 19, 2013, Item #200, in order to provide an additional number of students with employment and training services by increasing the price limitation by \$63,806, from \$1,159,202 to \$1,223,008 effective upon Governor and Council approval through June 30, 2015. **100% Other Funds.**

Funding is available in the account titled Youth Title I for FY 14/15 as follows:

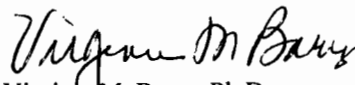
SFY14 06-56-56-565010-40950000-102-500579	Current	\$ 579,601.00
SFY14 06-56-56-565010-40950000-073-500579	Increase	\$ <u>20,963.00</u>
	Modified	\$ 600,564.00
SFY15 06-56-56-565010-40950000-102-500579	Current	\$ 579,601.00
SFY15 06-56-56-565010-40950000-073-500579	Increase	\$ <u>42,843.00</u>
	Modified	\$ 622,444.00
Total	Current	\$1,159,202.00
	Increase	\$ <u>63,806.00</u>
		\$1,223,008.00

EXPLANATION

The New Hampshire Department of Education received Governor and Council approval to enter into a contract with New Hampshire Jobs for America's Graduates (NH-JAG) on June 19, 2013, Item #200, in order to provide eligible out-of school youth aged 18-24 with employment and training services. The amended agreement will provide additional youth services, employment, and training, as defined in Public Law 105-220 in Berlin, Woodsville, Grafton, Merrimack and Manchester. This amendment will increase the funding based on a competitive application and increase the number of participants to 370 and provide additional tutorial services to eligible participants throughout the remainder of the program.

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,


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

AMENDMENT TO SERVICES CONTRACT

Now comes the New Hampshire Department of Education, Division of Career Technology and Adult Learning, hereinafter “the Agency” and New Hampshire Jobs for America’s Graduates of Manchester, New Hampshire hereinafter “the Contractor”, and pursuant to an agreement between the parties that was approved by Governor and Council on June 19, 2013 (item #200) hereby agrees to modify same as follows:

Agreement-General Provisions block 1.8 Price Limitation be changed from \$1,159,202 to \$1,223,008.
 Exhibit A-The Services

- The Contractor shall provide employment and training services, as defined in Public Law 105-220 to 360 NH-JAG consumers.

Site	Students Enrolled in Training Activities
Berlin High School	60 students
Manchester Memorial High School	60 students
Manchester West High School	60 students
Manchester Community College	70 students
Merrimack Valley High School	60 students
Woodsville High School	60 students

Exhibit B-Estimated Budget: Limitation on Price: Payment
 Estimated Budget:

	PY 13	PY 14	Total
Tuition	\$ 30,000	\$ 35,000	\$ 65,000
Staff Salaries/Wages	293,033	305,176	598,209
Participant Wages	98,939	98,939	197,878
Fringe Benefits	78,692	79,779	158,471
Travel/Transportation	15,700	15,700	31,400
Communications	3,700	3,900	7,600
Program Fees	21,900	22,100	44,000
Expendable Supplies	4,150	4,400	8,550
Textbooks	3,300	4,000	7,300
Facilities/Space	8,600	8,600	17,200
Equipment	3,400	3,400	6,800
Insurance	11,850	12,000	23,850
Support Services	11,000	12,500	23,500
Other - Staff Training	4,800	5,000	9,800
Other - Student Activities	6,850	7,200	14,050
Other - Advertising	850	900	1,750
Other - Contract Services	3,800	3,850	7,650
TOTALS	\$600,564	\$622,444	1,223,008

Exhibit B: “Limitation of Price” paragraph is hereby amended to read:

“This contract will not exceed \$1,223,008.00. PY13 funds will not exceed \$600,564.00; PY14 funds will not exceed \$622,444.00. Funds are contingent on 1.) federal funding from the US Dept. of Labor; 2.) attainment of contractual and performance goals and measures as well as 3.) modifications (if necessary) to comply with new DOL priorities and/or reauthorization. No more than \$441,241 may be spent on in-school youth services in PY13 and \$441,241 for in-school youth services in PY14.”

Contractor Initials KD
 Date 2/19/14

All other provisions of this contract remain in effect.

This modification shall be effective on date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing Agreement by the parties and must be attached to the said agreement.

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

Kathleen Doherty, Executive Director
Name and Title of Contractor Signatory

THE STATE OF New Hampshire
COUNTY OF Hillsborough

On February 19, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledges that (s)he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereto have set my hand and official seal.

Theresa E. Sciuto
Notary Public/Justice of the Peace
Commission Expires 5/9/2017



Approved, as to form, substance, and execution by the Attorney General this 4th day of March, 2014.

3/4/14
Date

[Signature]
Attorney General

Contractor Initials KD
Date 2/19/14

CERTIFICATE OF AUTHORITY

I, Dr. Susan Huard, Secretary for NH-JAG do hereby certify that:

- (1) I maintain and have custody of and am familiar with the minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books;
- (3) The following is a true and complete copy of the resolutions adopted by the Board of Directors of the corporation at a meeting of the Board of Directors by unanimous written consent with an intended effective date of February 22, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

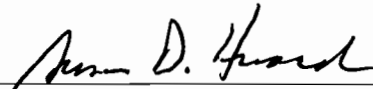
“To authorize Katherine Dichard, Executive Director of NH-JAG, to negotiate and sign a contract with the Department of Education as related to funds received from Workforce Investment Grant for purposed of funding NH-JAG Programs for the dates of July 1, 2013 through June 30, 2015.”

- (4) The following is a true and complete copy of the by-laws adopted by the incorporators on January 19, 2000, as amended by the Board of Directors on September 19, 2008.
- (5) The foregoing resolutions and by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) The following persons lawfully occupy the offices indicated below:

Robert A. Stephen	Chairman
Katherine Dichard	Executive Director
Dr. Deborah Osgood	Vice Chairman
David Plante	Treasurer
Dr. Susan Huard	Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 19th day of February, 2014

(Corporate Seal if any)


Secretary

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On February 19, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledges that she executed the foregoing certificate.

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


Notary Public

My Commission expires: 5/9/2017



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 NH-JAG is a New Hampshire nonprofit corporation formed January 20, 2000. 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 13th day of January A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2013

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED NH JAG 175 Ammon Drive #212 Manchester NH 03103	INSURER A: Markel	
	INSURER B: Travelers Indemnity Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2013 w/upd /WC 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		8502SS358320-2	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		8502SS358320-2	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6JUB5B94057-5-13	7/1/2013	7/1/2014	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER TSciuto@nh-jag.org State of New Hampshire Department of Education 21 S Fruit Street, Suite 20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT
--	--



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

May 22, 2013

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with NH Jobs for America's Graduates (d/b/a NH – JAG), 175 Ammon Drive, Suite 212, Manchester, NH 03103 (Vendor Code 158930) to provide youth services, employment, and training, as defined in Public Law 105-220 in Berlin, Woodsville, Grafton, Merrimack and Manchester upon Governor and Council approval for the period effective July 1, 2013 through June 30, 2015 in an amount not to exceed \$1,159,202.00 pending legislative approval of the next biennial budget. Funding is 100% Other. Funding is available as follows:

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
06-56-56-565010-4095-102- 0731 500731	\$579,601	2014
06-56-56-565010-4095-102- 0731 500731	\$579,601	2015

2. Authorize the Department of Education to make advanced monthly payments for services provided under the terms of the contract.

EXPLANATION

The New Hampshire Department of Education has been awarded \$1,624,218 for FY14 and anticipates similar funding for FY15 by the NH Workforce Opportunity Council. The Workforce Opportunity Council is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Workforce Investment Act (WIA) funds allocated to the State of New Hampshire from the U. S. Department of Labor. These funds will be used for the implementation and oversight of the WIA Title I Youth program.

The purposes for the WIA Title I Youth funds are: (1) to provide to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (2) to ensure eligible youth have on-going mentoring opportunities with adults committed to providing such opportunities; (3) to provide opportunities for training to eligible youth; (4) to provide continued supportive services for eligible youth; (5) to provide incentives for recognition and achievement to eligible youth; and (6) to provide eligible youth with opportunities for activities related to leadership, development, decision making, citizenship, and community service.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 22, 2013
Page Two

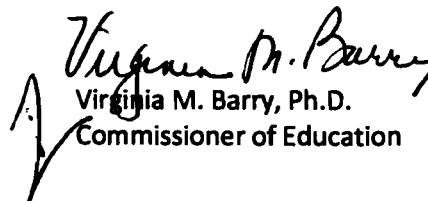
The youth services, employment, and training contract will fulfill all the above-mentioned purposes.

A Request for Proposal (RFP) was released the week of November 2, 2012. The RFP was sent to all high schools, community based organizations and faith based organizations that were on the WIA Youth mailing list for potential and former vendors. The RFP was based on the Workforce Investment Act essential elements and compliance with the requirements. A copy of the RFP was included on the NH Department of Education and NH Works web pages as well as the Manchester Union Leader and Sunday News on November 6, 2012 through November 8, 2012. Thirteen (13) proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Youth Council and included in the RFP (see Attachment A).

An advance payment on a monthly basis is being requested to cover costs that will be incurred with the contract.

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,


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



Subject:

NH JAG WIA Program

FORM NUMBER P-37 (version 1/09)

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		1.2 State Agency Address 21 S. Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name NH Jobs for America's Graduates		1.4 Contractor Address 175 Ammon Dr., Suite 212, Manchester, NH 03103	
1.5 Contractor Phone Number 603.647.2300	1.6 Account Number 010-056-4095-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,159,202.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603.271.3802	
1.11 Contractor Signature <i>Kathleen Deibel</i> 5/16/13		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5-16-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be <u>the person</u> , 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 <i>Kristine A. Baron - barsar</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kristine A. Baron</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner	
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) By: _____ On: <u>5/24/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

1. The Contractor shall provide employment and training services, as defined in Public Law 105-220 to NH - JAG consumers in the following communities.

Site	Students Enrolled in Training Activities
Berlin High School	60 students
Manchester Memorial High School	60 students
Manchester West High School	60 students
Manchester Community College	50 students
Merrimack Valley High School	60 students
Woodsville High School	60 students

2. The Contractor will be responsible for delivering or coordinating with other resources for the delivery of the Workforces Investment Act (WIA) Ten (10) Essential Elements.
3. The Contractor is responsible for recruitment, including advertising and development of related materials.
4. The Contractor is responsible for recruitment and eligibility certification. All clients to be served through these program funds must be:
- In-school youth: Age 14 by April 1, 2013 (PY13) or April 1, 2014 (PY14); out-of-school youth: age 18 by September 1, 2013 (PY13) or age 18 by April 1, 2014 (PY14)
 - A low-income individual as defined by the Workforce Investment Act.
 - Certified eligible for WIA Title I funds.
 - In addition to the above, the successful participant must possess one of the following barriers:
 - (a) Deficient in basic literacy skills
 - (b) A school dropout
 - (c) Homeless, a runaway, or a foster child
 - (d) Pregnant or a parent
 - (e) An offender
 - (f) The sixth barrier shall be youth at risk of dropping out of school per Jobs for America's Graduates' definition for in-school youth:
 - One or more years behind modal grade for one's age group, with particular emphasis on those two or more years behind modal grade
 - Above average number of absences during the past school year in comparison to other students in the school
 - Below average academic test scores relative to students in his/her class with particular emphasis on those in the bottom 25% of the test score distribution.
 - Placed on probation, suspended from school or expelled from school one or more times during the past years

- Member of an economically disadvantaged family. Criteria for determining one's economic status is that used in local JTPA/WIA programs
 - Lives with only one or neither of his/her natural parents
 - Mother has not graduated from high school
 - Closest friends have limited educational expectations, i.e. they do not expect to graduate from high school or have already dropped out of school
 - Substance abuse
- (g) The sixth barrier for out-of-school youth shall be:
- Youth unemployed six months out of the last two years. An individual who requires additional assistance to complete an educational program, or to secure and hold employment
5. Each participant or applicant who meets the minimum income criteria and possesses one of the identified barriers will be considered an eligible youth and shall be provided:
- Information on the full array of applicable or appropriate services that are available through other providers or one-stop partners including those receiving funds under WIA Title I.
 - Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

Each eligible provider of a program of youth activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.

6. Individuals may not be provided assessment or training services until certified eligible by the NH Department of Education.
7. For eligible youth under WIA Title I youth, the Contractor shall:
- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.
 - Develop service strategies for each participant that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate
 - Achievement objectives, and appropriate services for the participant taking into account the assessment conducted. An exception exists in that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program; and
 - Provide:
 - (i) Preparation for post-secondary educational opportunities, in appropriate cases;
 - (ii) Strong linkages between academic and occupational learning;
 - (iii) Preparation for unsubsidized employment
 - (iv) In appropriate cases; and effective connections to intermediaries with strong links to
 - (a) The job market; and
 - (b) Local and regional employers.
8. **The WIA Ten (10) Essential Elements** that need to be available to each participant are:

- Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies through a school-site mentor;
 - Alternative secondary school services, with high academic standards, as appropriate;
 - Summer employment opportunities that are directly linked to academic and occupational learning;
 - As appropriate, paid and unpaid work and work-based learning experiences, that teach all aspects of the industry and general workplace competencies, including internships job shadowing, and school sponsored workplace mentoring.
 - Occupational skill training aligned with career majors/paths, as appropriate, including instruction in general workplace competencies and all aspects of industry concurrent with other program elements delivery;
 - Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, including linking youth and adult mentoring, as appropriate;
 - Supportive services and transition links;
 - Adult mentoring, including academic and workplace mentoring which links youth and adult learning, for the period of participation and a subsequent period, for a total of not less than 12 months;
 - Follow up services for not less than 12 months after the completion of participation, as appropriate; including post-program placement.
 - Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, career awareness and exploration, as appropriate.
9. One Stop Services to Youth:
- a) WIA youths, aged 18-21, may also be eligible for services supported through WIA Adult or Dislocated Worker funds. Contractor shall make the appropriate referrals to allow the youth 18-21 to access appropriate services through the NH Works Centers or other WIA supported options.
 - b) Contractor will make a presentation to the NH Works team in your program area during the program recruitment period (within 90 days after OSY provider contract start date) for referral purposes.
10. Confidentiality:
- a) Contractor agrees to ensure that staff maintains the confidentiality of any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other source.
 - b) Without the permission of the WIA applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement and to persons having responsibilities under this agreement.
 - c) Contractor agrees to take reasonable steps to ensure the physical security of such data under its control and will inform each of its employees, vendors, and subcontractors having any involvement with personal data or other confidential information of the laws and regulations related to confidentiality.
11. Youth Voices: Youth Voices is the youth subcommittee to the State Workforce Youth Council and serves as the voice of the youth and contractor. Three student representatives of the contractor will be appointed annually to represent the contractor at these meetings and events.
12. Shared Youth Vision: A representative of the contractor shall attend regularly scheduled Shared Youth Vision meetings. Shared Youth Vision is a collaborative approach to serving our nation's neediest

13. Youth in order to develop innovative approaches, enhance the quality of services delivered, improve efficiencies, and improve the outcomes for the youth we serve.
14. NH Works Partner Quarterly Meetings: A representative of the contractor will represent the contractor and program at the quarterly NH Works partner meetings for information sharing and referral purposes.
15. The contractor must achieve the minimum performance threshold as negotiated by the NH Workforce Opportunity Council and the Secretary of Labor for the following standards:
16. State Administrator Meeting: A representative of the contractor shall attend regularly scheduled Administrator meetings in order to address training and program issues.
17. The contractor must achieve the minimum performance threshold as negotiated by the NH Workforce Opportunity Council and the Secretary of Labor for the following standards:

Performance Measure	Performance Measure: Subject to Change Based on Federal Compliance	PY12 Standard
Youth age 19-21 when complete or leave training		
➤	Entry into unsubsidized employment	75%
➤	Retention in unsubsidized employment after 6 months	77%
➤	Earnings gain in unsubsidized employment after 6 months (quarterly increase from application quarter)	\$3,000
➤	Attainment of a recognized credential relating to academic achievement	57%
Youth age 14-18 when complete or leave training		
➤	Attainment of basic skills	82%
➤	Attainment of secondary school diplomas and recognized equivalents	70%
➤	Placement and retention in postsecondary education, advanced training, military service, employment or qualified apprenticeships	69%
Core Measures		
➤	Placement in Employment or Education	50%
➤	Attainment of a degree or certificate of those enrolled in education	55%
➤	Literacy and numeracy gains of those who are basic skills deficient	63.4%
➤	Efficiency (cost per participant)	

Contractor Initials XD
 Date 5/16/13

Co-Enrollment Performance Measures:

a) 18-21 year olds being served with adult funding may choose to be enrolled in a youth-funded activity; or an 18-21 year old being served with youth funding may choose to be co-enrolled in an adult funded activity, providing adequate funding is available support the co-enrollment activities chosen. Co-enrolled 18-21 year olds will be reported out in both the Adult and appropriate youth performance measures.

b) In the case of co-enrolled youth, each partner (contractor, WIA Title I and/or dislocated worker sub-recipient) will equally be responsible for ensuring that both the adult and youth performance measures are met. Contractor will work with adult personnel to achieve identified goals.

18. The reporting requirements will coincide with the reporting requirements established by the Workforce Opportunity Council and the NH Department of Education as outlined in the Request for Proposal, E-teams, and include:

- Attainment of 90% of program year enrollment plan goal by September 30 of respective program year; failure to achieve planned enrollment will result in a decrease in contract based on the per participant cost for each under enrollment.
- Semi-annual success stories and monthly attendance reports will be submitted to NH Dept. of Education via the E-Teams FTP site.
- A final annual cumulative report shall be submitted to NH Department of Education and shall include:
 - The number of people served, the services provided, the outcomes achieved, the weaknesses and strengths of the services and the placement status of those completing the contract.

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

Estimated Budget:

	PY 13	PY 14	Total
Tuition	\$ 25,000	\$ 25,000	\$ 50,000
Staff Salaries/Wages	281,183	281,183	562,366
Participant Wages	98,939	98,939	197,878
Fringe Benefits	77,629	77,629	155,258
Travel/Transportation	15,500	15,500	31,000
Communications	3,500	3,500	7,000
Program Fees	21,700	21,700	43,400
Expendable Supplies	3,900	3,900	7,800
Textbooks	3,000	3,000	6,000
Facilities/Space	8,600	8,600	17,200
Equipment	3,400	3,400	6,800
Insurance	11,700	11,700	23,400
Support Services	9,500	9,500	19,000
Other - Staff Training	4,800	4,800	9,600
Other - Student Activities	6,700	6,700	13,400
Other - Advertising	800	800	1,600
Other - Contract Services	3,750	3,750	7,500
TOTALS	\$579,601	\$579,601	1,159,202

Line items in this budget may be adjusted, one to the other, within (+/-10%) of the indicated amount but in no case can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line item to another.

Limitation of Price:

This contract will not exceed \$ 1,159,202. PY13 funds will not exceed \$579,601; PY14 funds will not exceed \$579,601. Funds are contingent on 1) federal funding from the US Dept. of Labor; 2) attainment of contractual and performance goals and measures as well as 3) modifications (if necessary) to comply with new DOL priorities and/or reauthorization. No more than \$441,241 may be spent on in-school youth services in PY13 and \$441,241 for in-school youth services in PY14.

Method of Payment:

Monthly advance payment may be made for each month of the contract years. Each advance payment will be based on a line item estimate of expenditures for the coming payment period. Each advanced payment request, except the first request, will include a line item listing of expenses incurred during the previous period within the in-school and out-of-school youth funding categories. Ten percent of the contract price will be withheld until the submission of all reports and the satisfactory completion of all contract requirements. Invoices will be submitted to Kimberly Runion, Administrator, 21 South Fruit Street, Suite 20, Concord, NH 03301. The NH Federal Fiscal Handbook and Procedures will be followed for advance payment practices.

Contractor Initials RD
Date 5/16/13

EXHIBIT C

Special Provisions

On or after the date set forth in Item 1.7 of the General provisions, the Contractor shall deliver to the State, at the address set forth in Item 1.1 and 1.2, an independent audit of the funds received under this Agreement, during the Contractor's fiscal year, which is conducted in compliance with the Single Audit Act of 1984 (P.L. 98-502) and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions.

14. 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 each occurrence and general aggregate \$2,000,000.

Attachment A

Proposal Criteria in RFP:

	In-School Points	Out-of-School Points
Program Design	10	10
Program Components	10	10
Collaboration	10	10
Organizational Experience	20	20
Past Outcomes	40	40
Budget	15	15
Leveraged Resources and Sustainability	15	15
Employer Relationships & Credentials		15
Out-of-School Youth Bonus Points – Serving the Neediest Youth	—	<u>25</u>
TOTAL	120	160

The Council awarded, as reflected in the Request for Proposal a 1) regional distribution of funding (North Country: 24% - Belknap, Carroll, Coos, and Grafton counties; Seacoast: 14% - Rockingham and Stafford counties; Hillsborough: 48%; and West Central: 14% - Cheshire, Merrimack and Sullivan counties) and to ensure attainment of the federal standard that 30% will be expended on out-of-school youth programming, initially targeted at 45% but funding decisions were awarded at 44% out-of-school youth programming

Reviewers for the out-of-school youth proposals:

- **Dwight Davis, Keller Williams Coastal Realty, Chair if the Youth Council which is the board that oversees these funds and programs. Mr. Davis has been a member of the Youth Council for many years. All Youth Council members are appointed by the Governor.**
- **Michele Desmond, member of the Youth Council and Manchester Housing Authority**
- **Silvia McCarron Executive Director, Executive Director at Wadleigh, Starr & Peters, P.L.L.C and HR State Council of NH,**
- **Bonnie St. Jean, Administrator at the Office of Workforce Opportunity NH Department of Resource and Economic Development. Ms. St. Jean is responsible for the program management of WIA Youth and Adult funding.**

Reviewers for the in-school youth proposals in Hillsborough County:

- **Dwight Davis, Chair if the Youth Council.**
- **Joy Barrett, member of the Youth Council and CEO Big Brothers Big Sisters of Nashua**
- **Rick Wheeler, Youth Council Member and Vice President of Personnel for Assoc. Grocers of New England and current.**
- **Debra Tuttle, NH HR State Council. Past. Director of Human Resources at Comstar, Inc**
- **Susan Randal, Education Consultant NH Department of Education responsible for Grants Management for Drop-Out Prevention.**
- **Debra Tasker, Administrator- GED Programs, NH Department of Education – (very experienced at understanding needs of high school dropouts working to achieve their GED)**
- **Michael Power, Administrator at the Office of Workforce Opportunity NH Department of Resource and Economic Development.**

- Justina Crosby, Program Specialist at the NH Department of Education providing technical assistance to WIA Out-of-School Youth Programs on Employer Relations.
- Bonnie St. Jean, Administrator at the Office of Workforce Opportunity NH Department of Resource and Economic Development. .
- Pauline LaCroix, Program Specialist for the NH Department of Education responsible for WIA Compliance Monitoring.
- Kimberly Runion, Administrator for WIA Youth Programming at the NH Department of Education responsible for the subcontracts and WIA grants management.

Funding Recommendation:

Region	Applicant	In-School Youth	Out-of-School Youth	Approved Amount FY13/FY 14	Average Score	Unfunded Proposals	Regional Reviewers
North Country In School	NH-JAG: Berlin & Woodsville	x		\$353,512.00	111.5 (93%)		J. Barrette R. Wheeler S. Randall P. LaCroix
	Enriched Learning		X		92.19 (57.6%)	Not recommended for funding	D.Davis M. Desmond S. McCarron B. St. Jean
	My-Turn: Laconia		X	\$312,812.42	128 (80%)		D.Davis M. Desmond S. McCarron B. St. Jean
Seacoast	Project Pride		x	\$389,934.08	129.79 (78.9%)		D.Davis M. Desmond S. McCarron B. St. Jean
	Boys and Girls Club, Salem	X			73 (63%)	Not recommended for funding	J. Barrette R. Wheeler S. Randall P. LaCroix
West Central	NH-JAG: Merrimack Valley	X		\$172,377.00	110 (92.2%)		D. Tuttle D. Tasker J. Crosby B. St. Jean
	Franklin School District	x		\$211,875.68	99.25 (82.7%)		D. Tuttle D. Tasker J. Crosby B. St. Jean

	Pace Career Center	x			39 (33%)	Not recommended for funding	D. Tuttle D. Tasker J. Crosby B. St. Jean
Hillsborough	NH-JAG: Manchester Com. College		X	\$276,720.00	141.94 (88.7%)		D. Davis M. Desmond S. McCarron B. St. Jean
	My-Turn: Nashua OSY		x	\$236,541.62	129.69 (81.1%)		D. Davis M. Desmond S. McCarron B. St. Jean
	NH-JAG: Memorial & West	X		\$356,593.00	103.75 (86.5%)		D. Davis M. Power J. Crosby K. Runion
	My-Turn: Manchester Central, Nashua North & South	x		\$442,653.64	93.25 (77.7%)		D. Davis M. Power J. Crosby K. Runion
	SERESC		X		95 (59.4%)	Not recommended for funding	D. Davis M. Desmond S. McCarron B. St. Jean

CERTIFICATE OF AUTHORITY

I, Dr. Susan Huard, Secretary for NH-JAG do hereby certify that:

- (1) I maintain and have custody of and am familiar with the minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books;
- (3) The following is a true and complete copy of the resolutions adopted by the Board of Directors of the corporation at a meeting of the Board of Directors by unanimous written consent with an intended effective date of February 22, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

"To authorize Katherine Dichard, Executive Director of NH-JAG, to negotiate and sign a contract with the Department of Education as related to funds received from Workforce Investment Grant for purposed of funding NH-JAG Programs for the dates of July 1, 2013 through June 30, 2015."

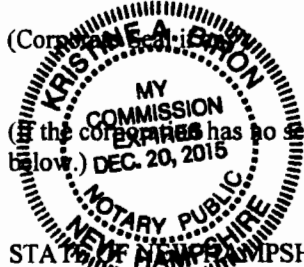
- (4) The following is a true and complete copy of the by-laws adopted by the incorporators on January 19, 2000, as amended by the Board of Directors on September 19, 2008;
- (5) The foregoing resolutions and by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) The following persons lawfully occupy the offices indicated below:

Robert A. Stephen	Chairman
Katherine Dichard	Executive Director
Dr. Deborah Osgood	Vice Chairman
Karl Heafield	Treasurer
Dr. Susan Huard	Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this

16th day of May

Susan D. Huard
Secretary



STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On May 16th 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledges that she executed the foregoing certificate.

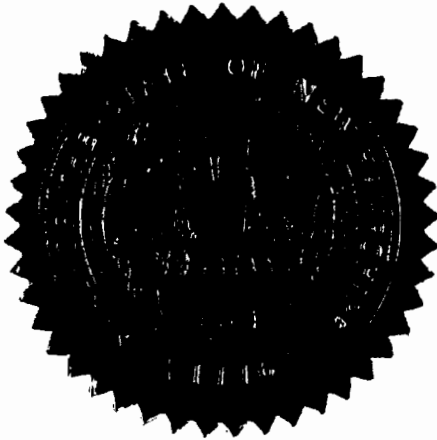
In witness whereof, I hereunto set my hand and official seal.

Kristine A. Beron
Notary Public
My Commission expires: 12 20 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 NH-JAG is a New Hampshire nonprofit corporation formed January 20, 2000. I further certify that it is in good standing as far as this office is concerned, having 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 3rd day of May, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2013

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C. No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com														
	<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Markel</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel		INSURER B: Travelers Indemnity Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
	INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Markel															
INSURER B: Travelers Indemnity Co															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED NH JAG 175 Ammon Drive #212 Manchester NH 03103															

COVERAGES CERTIFICATE NUMBER: 2013 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			850299358320-2	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			850299358320-2	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB5B59341-9-12	9/14/2012	9/14/2013	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER <div style="text-align: center; margin-top: 20px;">TSciuto@nh-jag.org</div> <div style="margin-top: 20px;">State of New Hampshire Department of Education 21 S Fruit Street, Suite 20 Concord, NH 03301</div>	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 <div style="margin-top: 20px;">Pat Mack/PAT <i>Pat Mack</i></div>
---	--

GOVERNING BOARD OF DIRECTORS – FY13
BOARD OFFICERS
(All positions are voluntary and unpaid)

Mauro Torres, Chairman
Architect, East Region
Microsoft Consulting Services, Financial Services East

Elliott E. Barry
Vice President
Commercial Lending
Citizens Bank New Hampshire

Willets A. Silkworth - Retired May 2012
Senior Vice President - HR & Purchasing
Crescent Credit Union

Barbara Duffy
Community Relations Director
BAMSI

Penny Cameron
RN, Good Samaritan Hospital
MY TURN Program Alumna

NH-JAG Governing Board of Directors

(All Volunteer Positions)

Robert Stephen ~ Chair

**Dr. Deborah Osgood ~ Vice Chair
Vice President/CKO
Knowledge Institute**

**Karl A Heafield, CPA ~ Treasurer
Baker, Newman & Noyes LLC**

**Dr. Susan Huard ~ Secretary
President CCSNH - Manchester**

Honorable Norman Champagne (retired)

**Daron Hanson
PSNH**

**Richard Morin, District Manager
Western Div Hannaford Brothers**

**Gregory Sevinsky, General Manager
Wal-Mart Stores**

**Nicole Dawson
Northeast Delta Dental**

James D. Helm

**Patrick Duffy
P. Duffy & Associates**

**Christopher K. Hodgdon, Director Legislative Affairs
Comcast**

**Jinjue Pak, Exq
McLane, Graf, Raulerson & Middleton**

**Dr. Jean Richards, Superintendent
SAU 33 Raymond**

ARTICLES OF AGREEMENT

OF

JOBS FOR NEW HAMPSHIRE GRADUATES

A NEW HAMPSHIRE VOLUNTARY CORPORATION

FILED

JAN 20 2000

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 (THE "ACT"), BY THE FOLLOWING:

Article 1. The name of the corporation shall be Jobs for New Hampshire Graduates.

Article 2. The objects for which this corporation are established are:

The corporation is established for the purposes of assisting at-risk and disadvantaged youth in graduating from high school, obtaining a GED (General Education Degree), obtaining higher education, and finding and keeping quality employment.

The corporation shall have the power to do all acts and things reasonably incident or desirable to further such purposes and to engage in any other activities in which an organization organized pursuant to RSA 292 is permitted to engage, including the power to receive by purchase, gift, grant devise, bequest or in any other lawful manner any real or personal property and to hold, use, improve, operate, manage, lease, convey, convert and invest or otherwise dispose of by gift, sale, lease or otherwise any real or personal property, and to participate as joint venturer or partner with others in connection with any act or thing in which this corporation is empowered to engage.

The corporation is organized and shall be operated exclusively for purposes for which an organization may be exempt from federal taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Article 3. The Board of Directors shall be members of the corporation and shall be issued membership certificates for the purpose of exercising all rights reserved to members or the holders of membership certificates as set forth in RSA 292.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation are:

Upon the dissolution of the corporation, the assets shall be distributed as determined by the Board of Directors for one or more exempt purposes within the meaning of Section 501(c)(3), or shall be distributed to the United States government, or to a state or local government, for a public purpose.

Article 5. (a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof.

(b) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

(c) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article 6. The address at which the business of this corporation is to be carried on is: c/o James W. Milliken, 33 Carter Street, Concord, New Hampshire 03301.

Article 7. The corporation shall have no capital stock.

Article 8. No director or officer of the corporation shall be liable to the corporation for monetary damages for breach of fiduciary duty as a director or an officer except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation or its members;
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

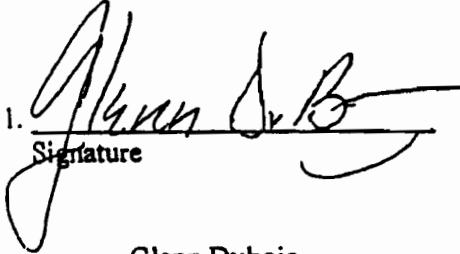
If under New Hampshire law, a voluntary corporation may exempt directors and officers from additional liability than that set forth above, the directors and officers of the corporation shall be so exempted.

Article 9. These Articles of Agreement may be amended by a vote of two-thirds of the Board of Directors present and voting at a meeting duly called for that purpose and by recording a certified copy of such vote as specified in RSA 292:7. No amendment to these Articles of Agreement shall be voted upon until an opinion of legal counsel has been obtained and presented to the Board of Directors describing the impact, if any, of the proposed amendment upon the corporation's tax-exempt status.

Article 10. The signatures and mailing address of each of the persons associating together to form the corporation are set forth below:

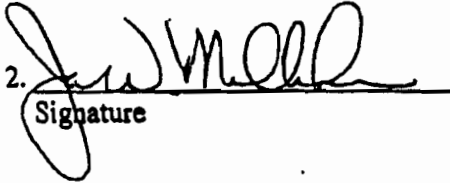
Signature and Name

Mailing Address

1. 
Signature

5 Institute Drive
Concord, NH 03301

Glenn Dubois
Name (Please print)

2. 
Signature

33 Carter Street
Concord, NH 03301

James W. Milliken
Name (Please print)

3. Jane M. Lacasse
Signature

24 Warren Street
Concord, NH 03301

Jane M. Lacasse
Name (Please print)

4. Robert A. Stephen
Signature

1791 Bodwell Road
Manchester, NH 03309

Robert A. Stephen
Name (Please print)

5. Laura E. Tobin
Signature

252 Main Street, Apt. 5
Hopkinton, NH 03229

Laura E. Tobin
Name (Please print)

City/Town Clerk's Office, City/Town of Concord
Received and recorded this 20 day of January, 2000.

Sharon Dery
City/Town Clerk's Signature

315.069

Sharon Dery
City/Town Clerk's Name (Please Print)

**BY-LAWS OF
NH-JAG**

ARTICLE I

Name, Business Address and Purpose

The name, business address and purposes of the corporation shall be as set forth in the Articles of Agreement as amended from time to time.

ARTICLE II

Seal

The seal of the corporation shall be such as is designated by the Board of Directors in their discretion.

ARTICLE III

Members

Section 1. Designation of Members. The members of this corporation shall be determined in accordance with the provisions of the Articles of Agreement as amended from time to time.

ARTICLES IV

Board of Directors

Section 1. Constitution and Election of Board. The Board of Directors shall consist of not fewer than fifteen (15) and not more than twenty-five (25) directors. The number shall be fixed from time to time by the directors. There shall be at least five voting directors who are not of the same immediate family or related by blood or marriage. No employee of the corporation shall hold the position of chairperson or presiding officer of the Board of Directors. Directors shall serve on the board only for the charitable purposes of the organization; persons having other expressed or intended reasons for being a director shall not be elected nor permitted to serve as director. The directors may be residents of any state or country. The number of directors shall be determined and directors shall be elected at the annual meeting of directors. Directors removed by death, resignation, or vote of two-thirds of the Board of Directors as provided in Section 2 of this Article, may be replaced by a majority vote of those

directors present at any meeting of the Board of Directors, to serve until the next annual meeting of the Board of Directors.

Section 1.a. Honorary Directors. The Board of Directors may choose other persons to serve as Honorary Directors. The Honorary Directors shall serve for a term of one year. Such persons may participate in the deliberations of the Board, but shall not be directors for the purposes of quorum or notice and shall not be entitled to vote.

Section 2. Term of Office. Except as otherwise provided in Section 1 with respect to the initial Board of Directors and as may be convenient to stagger terms, each director shall serve a three-year term, and until his successor shall be elected to office, unless he is sooner removed by death, resignation or vote of two-thirds of the Board of Directors present and voting at a meeting of the Board. Terms of the directors shall be staggered so that approximately five (5) of the directors' terms expire in each year.

Section 3. Powers and Duties of the Directors. The Board of Directors shall have the entire management of the business and affairs of the corporation and shall have and exercise all of the powers possessed by the corporation itself insofar as such delegation of authority is not inconsistent with the laws of the State of New Hampshire, with the Articles of Agreement, or with these By-Laws. The Board of Directors shall have the power of electing all of the officers of the corporation. The Board of Directors may also elect such other agents as it may in its discretion deem advisable to carry out the purposes of the corporation. It shall describe the duties of all such officers and agents it elects. The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the corporation. The power to hire and fix the compensation of employees may be delegated to such person or persons as the Board may deem appropriate.

Section 4. Annual Meeting of the Board of Directors. An annual meeting of the Board of Directors shall be held on a date during the month of June, as designated by the Board. The directors and officers of the corporation shall be elected at this meeting.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and at such places as the Board may from time to time determine, and if so determined, no notice thereof need be given.

Section 6. Special Meetings. Special meetings of the Board of Directors shall be held at any time or place whenever called by the secretary upon request of the president or whenever called by the secretary upon the request in writing by a majority of the Board of Directors.

Section 7. Notice of Special Meetings. Written notice of any special meetings must be delivered to, or sent by mail, postage prepaid, or by telecopy, facsimile communication, overnight carrier, or similar means of communication, to each director at his address on file with the corporation at least three (3) days prior to the date of such meetings.

Any such special meeting of the Board of Directors may be held without such written notice providing all of the directors are present or those not present have waived written notice thereof. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting unless the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Such special meetings shall be held at the time and place specified in the notice, and business transacted thereat shall be confined to the specific purpose or purposes stated in the notice of the meeting and matters reasonably incident thereto.

Section 8. Meetings by Conference Call. Members of the Board of Directors or any committee designated by the Board may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other at the same time. Participation by these means shall constitute presence in person at a meeting.

Section 9. Quorum of Directors. At any meeting of the Board of Directors, a majority of the directors fixed pursuant to Section 1 of this Article IV shall be necessary to constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present, such quorum shall then be able to vote on all matters that could have been voted on at the original meeting.

Section 10. Votes. Each director shall have one vote on all matters to be considered by the Board of Directors, and the vote of a majority of the directors present at any properly constituted meeting shall be necessary to adopt proposals, except as provided by statute, the Articles of Agreement, or these By-Laws. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 11. Action Approved in Writing. Any action approved in writing by all directors shall be valid, regardless of whether a meeting of the directors has taken place.

Section 12. The Executive Committee. The Executive Committee shall consist of the President, Secretary, Treasurer, Chairman and Vice Chairman of the corporation unless otherwise provided by the Board of Directors. The Executive Committee shall be authorized to act between meetings of the Board of Directors and exercise the same authority as the Board of Directors except the authority to remove or replace directors, to appoint or terminate committees or to amend these By-laws.

Section 13. The Nominating Committee. The Nominating Committee shall consist of the President and two other directors appointed by the President, whose terms of office shall be for a period of one year unless sooner terminated.

Section 14. Other Committees. All other committees of the corporation shall be appointed or terminated by the President with the approval of the Board of Directors and their terms of office shall be for a period of one year unless sooner terminated.

ARTICLE V

Officers

Section 1. Composition and Election. The officers of the corporation shall consist of a President, a Treasurer, a Secretary, a Chairman, a Vice-Chairman, and such other officers as the Board of Directors may determine and elect from time to time. The President shall be a non-voting member of the Board of Directors. Other officers may be, but shall not be required to be, members of the Board of Directors. Two or more offices may be held by the same person. However, no employee of the corporation shall hold the position of chairperson or other presiding officer of the Board of Directors. Officers shall serve the corporation only for the charitable purposes of the corporation; persons having other expressed or intended reasons for being a director shall not be elected nor permitted to serve as officer of the corporation.

Officers shall be elected by the Board of Directors at its annual meeting. The Board may elect officers to fill vacant positions at any properly constituted meeting of the Board.

Section 2. Term of Office. Officers, other than the President, shall each serve a one-year term and until their successors are elected unless sooner removed by death, resignation or removal by the Board of Directors. The President shall serve such term as is set forth in any employment agreement; otherwise the President shall serve a one year term. Officers may be reelected for without limitation.

Section 3. Removal of Officers. The Board of Directors may, by a vote of the majority of directors present in person at any meeting thereof called for the purpose, remove from office, with or without cause, any officer or agent elected by it, which removal shall be immediately effective upon receipt by the officer or agent of written notice thereof.

ARTICLE VI

Duties of Officers

Section 1. The President. The President shall be the chief executive officer of the corporation and shall present at each annual meeting of the Board of Directors an annual report of the work of the corporation. The President shall have such powers as may be

reasonably construed as belonging to the chief executive of a corporation, and shall have general supervision of the affairs of the corporation, shall make reports to the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may, from time to time, designate.

Section 2. Treasurer. The Treasurer of the corporation shall be the principal financial officer of the corporation and shall have and exercise under the supervision of the Board of Directors all of the powers and duties commonly incident to his office. The Treasurer shall deposit the funds of the corporation, or cause them to be deposited, in one or several accounts, in one or more state or federally-chartered banks or duly established savings and loan associations or trust companies as the Board of Directors may, from time to time, designate. The Treasurer shall render or cause to be rendered, at stated periods as the Board of Directors shall determine a written account of the finances of the corporation and shall keep or cause to be kept accurate books of account of all corporation transactions, which books shall be the property of the corporation and, together with all other of its property in the possession of the Treasurer, shall be subject at all times to the inspection and control of the Board of Directors.

The Treasurer shall perform such other duties and shall have such other powers as the Board of Directors may, from time to time, designate.

Section 3. The Secretary. The Secretary of the corporation shall keep accurate minutes and records of the corporation in books provided for that purpose of all proceedings at the meetings of the Board of Directors and the membership. It shall be the duty of the Secretary to file any certificates required of a secretary by any statute, federal or state. The Secretary shall give and serve all notices required by any statute, the Articles of Agreement or these By-Laws to the Board of Directors. The Secretary shall be the official custodian of the records and any seal of this corporation, and shall submit to the Board of Directors any communication which shall be addressed to such person s Secretary of the corporation. The Secretary shall attend to all correspondence of the corporation and shall exercise all the duties normally incident to the office of secretary.

The Secretary shall perform all the duties commonly incident to the office of secretary, as well as such other duties as the board of Directors may from time to time designate.

Section 4. Secretary Pro Tempore. In the absence of the Secretary from any meeting, a Secretary Pro Tempore may be elected.

Section 5. Chairman. The Chairman shall preside at all meetings of the Board of Directors.

Section 6. Vice-Chairman. The Vice-Chairman shall preside at the meetings of the Board of Directors in the event of the absence or inability of the Chairman to so preside.

ARTICLE VII

Indemnification

Each director, officer, and committee member of the corporation and his respective heirs, executors, and administrators shall be indemnified by the corporation against any cost, expense, judgment, and liability, including attorneys' fees, reasonably incurred by or imposed upon said person in connection with any action, suit, or proceeding to which such director may be made a part or with which such person shall be threatened, by reason of being, or having been, a director, officer, or committee member of the corporation, except (a) with respect to matters as to which he shall be finally adjudged in such action suit, or proceeding to be liable for willful misconduct as such director, officer, or committee member and (b) with respect to matters described in RSA 292:2, V-a as to which the articles of agreement of a voluntary corporation may not eliminate or limit the personal liability of a director or officer. In the event of settlement of any such action, suit, or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the corporation is advised by counsel that such director, officer, or committee member is not liable for willful misconduct as such. The foregoing right of indemnification shall be in addition to any other rights to which any director, officer, or committee member may otherwise be entitled.

ARTILCE VIII

Contracts, Loans, Checks, and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences or indebtedness issued in the name of the corporation shall be signed by such officers or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation, not otherwise employed, shall be deposited from time to tome to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE IX

Fiscal Year

The fiscal year of the corporation shall end on June 30.

ARTICLE X

Inspection of Books and Records

All books, records, papers, and documents of every kind belonging to the corporation shall be maintained at the principal place of business of the corporation and shall be open to the inspection of the directors at all reasonable times.

ARTICLE XI

Exempt Activities

Notwithstanding any other provision of these By-Laws, no member, director, employee, or representative of this corporation shall take any action to carry on any activity by or on behalf of the corporation which is not permitted by Section 501 (c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended. No such action may be taken as may violate Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

ARTICLE XII

Amendments

Except as otherwise provided by law, these By-Laws may be amended, added to, altered, or repealed, in whole or in part, by a vote of two-thirds of the Board of Directors present and voting at a meeting of the Board.

Amended on 3.23.09

Article IV, Section 4 of the by-laws for NH-JAG to amend Annual meeting of the Board of Directors from the month of May to June.

Section 4. Annual meeting of the Board of Directors. An annual meeting of the Board of Directors shall be held on a date during the month of June, as designated by the Board. The directors and officers of the corporation shall be elected at this meeting.

STATE OF NEW HAMPSHIRE

Filed
Date Filed: 02/08/2008
Effective Date: 02/08/2008
Business ID: 336840
William M. Gardner
Secretary of State

Recording fee: \$25.00 (Note 1)

Use black print or type.

Leave 1" margins both sides.

Form must be single-sided, on 8 1/2 x 11" paper, and have a one inch margin on both sides. Double sided copies will not be accepted.

AFFIDAVIT OF AMENDMENT
OF
Jobs for New Hampshire Graduates
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Priscilla Parisien, the undersigned, being the President (Note 2) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was held on January 30, 2006 in Manchester, NH (Note 3), for the purpose of amending the articles of agreement and the following amendment(s) were approved by a majority vote of the corporation's Board of Directors. (Note 4)

FIRST: The name of the corporation is: NH-JAG

[If more space is needed, attach additional sheet(s).]

A true record, attest: Priscilla Parisien
(Signature) Priscilla Parisien, President

Dated January 30, 2006

- Notes:
1. Make check payable to N.H. Secretary of State.
 2. Clerk, secretary or other officer.
 3. Town/city and state.
 4. Enter either "Board of Directors" or "Trustees".

Mail fee with DATED AND SIGNED ORIGINAL to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

State of New Hampshire
Form NP 3 - Affidavit of Amendment 1 Page(s)



T0603606063

ty of the principal place of business.



NEW HAMPSHIRE JOBS FOR AMERICA'S GRADUATES

The mission of NH-JAG is to affect positive change in the lives of young people, by raising awareness of the future, increasing leadership skills that promote educational success, and developing conscious personal and career choices through collaboration with parents, schools, employers and community organizations.

NEW HAMPSHIRE JAG
STATEMENTS OF FINANCIAL POSITION
 June 30, 2012 and 2011

ASSETS		<u>2012</u>	<u>2011</u>
CURRENT ASSETS:			
Cash		\$ 295,416	\$ 230,756
Accounts receivable		4,946	41,804
Prepaid expenses		<u>4,353</u>	<u>1,922</u>
TOTAL CURRENT ASSETS		<u>304,715</u>	<u>274,482</u>
PROPERTY AND EQUIPMENT:			
Furniture and equipment		14,148	20,468
Less accumulated depreciation		<u>(10,389)</u>	<u>(19,363)</u>
PROPERTY AND EQUIPMENT, NET		<u>3,759</u>	<u>1,105</u>
TOTAL ASSETS		<u>\$ 308,474</u>	<u>\$ 275,587</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES:			
Accounts payable		\$ 2,080	\$ 3,535
Accrued expenses		<u>12,246</u>	<u>10,531</u>
TOTAL CURRENT LIABILITIES		<u>14,326</u>	<u>14,066</u>
NET ASSETS:			
Temporarily restricted		91,315	50,479
Unrestricted		<u>202,833</u>	<u>211,042</u>
TOTAL NET ASSETS		<u>294,148</u>	<u>261,521</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 308,474</u>	<u>\$ 275,587</u>

See notes to financial statements

NEW HAMPSHIRE JAG
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	\$ 467,836	\$ 966,903
Contributions	105,037	146,652
Interest	354	181
In-kind donations	148,143	168,083
Fundraising events	47,695	52,890
Other revenue	166	11,112
TOTAL UNRESTRICTED REVENUES	<u>769,231</u>	<u>1,345,821</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	388,305	132,754
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>388,305</u>	<u>132,754</u>
TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT	<u>1,157,536</u>	<u>1,478,575</u>
EXPENSES:		
PROGRAM SERVICES:		
Workforce Investment Act Program	601,064	877,072
Employment and Education Advancement	58,087	
Workforce Investment Act Program (ARRA)		16,598
Dropout Prevention Alternative Education	210,435	232,784
Middle School Program	114,699	110,451
TOTAL PROGRAM SERVICES	<u>984,285</u>	<u>1,236,905</u>
SUPPORTING SERVICES:		
General administration	172,212	200,072
Fundraising	9,248	17,521
TOTAL SUPPORTING SERVICES	<u>181,460</u>	<u>217,593</u>
TOTAL EXPENSES	<u>1,165,745</u>	<u>1,454,498</u>
TOTAL INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(8,209)</u>	<u>24,077</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	429,141	150,100
Net assets released from restrictions	(388,305)	(132,754)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>40,836</u>	<u>17,346</u>
INCREASE IN NET ASSETS	32,627	41,423
NET ASSETS, JULY 1	<u>261,521</u>	<u>220,098</u>
NET ASSETS, JUNE 30	<u>\$ 294,148</u>	<u>\$ 261,521</u>

See notes to financial statements

NEW HAMPSHIRE JAG
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants and contributions	\$ 1,086,567	\$ 1,307,049
Interest income received	354	181
Other income received	166	11,112
Cash paid to employees	(715,072)	(889,223)
Cash paid to suppliers and others	<u>(303,495)</u>	<u>(437,277)</u>
Net Cash Provided (Used) by Operating Activities	<u>68,520</u>	<u>(8,158)</u>
Cash Flows From Investing Activities:		
Purchase of property and equipment	<u>(3,860)</u>	<u>(1,420)</u>
Net Cash Used by Operating Activities	<u>(3,860)</u>	<u>(1,420)</u>
Net increase (decrease) in cash	64,660	(9,578)
Cash, beginning of year	<u>230,756</u>	<u>240,334</u>
Cash, ending of year	<u>\$ 295,416</u>	<u>\$ 230,756</u>
Reconciliation of Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Increase in net assets	\$ 32,627	\$ 41,423
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	1,206	315
Change in assets and liabilities:		
Decrease (increase) in accounts receivable	36,858	(9,496)
(Increase) in prepaid expenses	(2,431)	(108)
(Decrease) in accounts payable	(1,455)	(2,218)
Increase (decrease) in accrued expenses	<u>1,715</u>	<u>(38,074)</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 68,520</u>	<u>\$ (8,158)</u>
Supplemental Disclosure of Non-cash Transactions:		
In-kind donations received	\$ 148,143	\$ 168,083
In-kind expenses	(148,143)	(168,083)
Cost basis of fully depreciated disposed property and equipment	<u>10,180</u>	<u>-</u>
	<u>\$ 10,180</u>	<u>\$ -</u>

See notes to financial statements