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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

*Sole Source*

March 8, 2013

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to amend a **Sole Source** Memorandum of Agreement (MOA) (#1015810) with the Community College System of New Hampshire (CCSNH) (VC #216952), 26 College Drive, Concord, NH by extending the end date from May 25, 2013 to June 30, 2013 for the implementation and delivery of a Job Readiness Certificate program for unemployed NH citizens; effective upon Governor and Executive Council approval. No additional funding is involved in this time extension. The original MOA was approved by Governor and Council on 5/25/11 (Item #42). **100% Other Funds – Job Training Program.**

**EXPLANATION**

This is a **Sole Source** MOA between two State entities for the purpose of developing a Job Readiness Certificate program to address the under-preparedness of unemployed individuals and others who are seeking to enter the NH labor market. Consistent with the mission of CCSNH to better prepare citizens for work, CCSNH is best suited to develop and deliver a program that addresses basic skills in math, reading, communication, and workplace behaviors. This project will be piloted at four Community Colleges: White Mountain Community College (Berlin); Great Bay Community College (Portsmouth); Manchester Community College; and River Valley Community College (Claremont). The project is being developed in response to concerns expressed by business owners throughout New Hampshire that entry-level workers and other new hires often do not possess the basic skills needed to perform successfully in the workplace. The concerns by business owners regarding the need for skills enhancement have been offered at Governor Lynch's Jobs Cabinet Roundtable Series and at a series of regional business outreach sessions designed to directly connect New Hampshire businesses with state leaders and state services. Business leaders asked for a project designed to enhance basic skills of job-seekers and indicated they would be willing to hire applicants who underwent training and educational classes to enhance work-readiness. CSNH colleges will work collaboratively with local NH Works (one-stop) offices to provide these services to unemployed workers seeking re-employment services

Respectfully submitted,

Philip A. Bryce  
Acting Commissioner

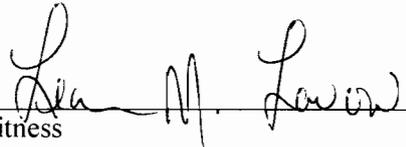
MODIFICATION OF MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE  
DELIVERY OF JOB READINESS CERTIFICATE PROGRAM

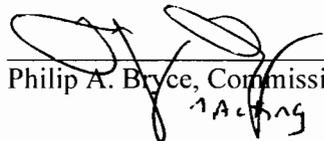
The Department of Resources and Economic Development, Office of Workforce Opportunity and the Community College System of NH (CCSNH), Concord, NH 03301 (VC#216952) hereby mutually agree to amend their memorandum of understanding (#1015810) for development and delivery of a Job Readiness Certificate program, which was originally approved by the Governor and Executive Council on May 25, 2011, Item #42; with a completion date of May 25, 2013. 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.

The purpose of this modification is to accomplish the following:

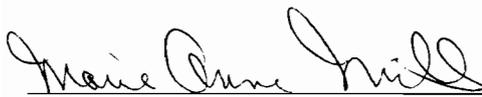
1. Amend the contract end date from May 25, 2013 to June 30, 2013. No cost extension.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Governor and Executive Council.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Philip A. Bryce, Commissioner

\_\_\_\_\_  
Date

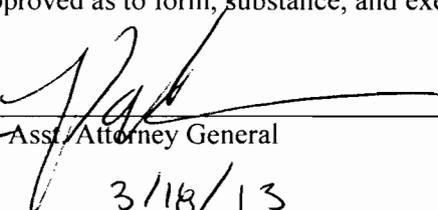
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Ross Gittell, Chancellor

3-7-13  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Approved as to form, substance, and execution:

  
\_\_\_\_\_  
Sr. Asst. Attorney General

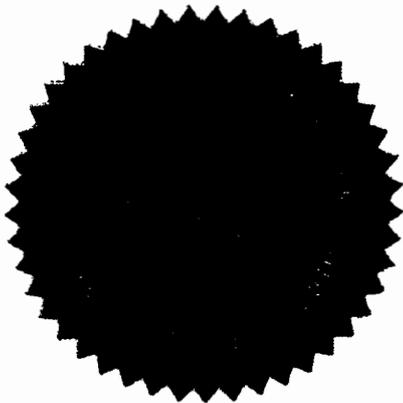
3/18/13  
\_\_\_\_\_  
Date

Approved by Governor and Executive Council:

At the    /    /    meeting. Item #

State of New Hampshire  
Department of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE was established, and made a body corporate and politic under the laws of 2007, Chapter 361.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26<sup>th</sup> day of April, A.D. 2012

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Marie Mills, herby certify that I am the duly elected Clerk/Secretary  
(Name)

Of the Community College System of NH. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on December 12, 2011 at which a  
quorum of the Directors/Shareholders were present and voting.

**VOTED:** That Dr. Ross Gittel, Chancellor is duly authorized to enter into contracts or agreements  
on behalf of the Community College System of NH with the State of New Hampshire and any of  
its agencies or departments and further is authorized to execute any documents which may in his /her  
judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect  
as of the date of the contract to which this certificate is attached. I further certify that it is understood that  
the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently  
occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that  
there are any limits on the authority of any listed individual to bind the corporation in contracts with the State  
of New Hampshire, all such limitations are expressly sated herein.

DATED: 3/7/13

ATTEST: Marie Anne Gittel  
(Name & Title) Board Liaison/Secretary

State of NH  
County of Merrimack

Subscribed and sworn to (or affirmed) before me this 7<sup>th</sup> day of March, 2013 by  
Marie Mills  
Name of Clerk/Secretary

Kelly Merrow Chapman  
Notary Public or Justice of the Peace  
My commission expires \_\_\_\_\_

(Seal)

**KELLY MERROW CHAPMAN, Notary Public  
My Commission Expires December 31, 2013**



## DESCRIPTIONS (Continued from Page 1)

- NHTI-Concord Community College
- River Valley Community College
- White Mountain Community College

DRED is named as an Additional Insured with respect to the General Liability.

Effective January 5, 2013

**BOARD OF TRUSTEES  
COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**

	<b>REPRESENTATION</b>	<b>TERM</b>
Paul Holloway <b>CHAIRPERSON</b> Holloway Automotive Group 309 Portsmouth Ave. Greenland, NH 03840 427-6661 (O) Secretary: Cherie Anderson canderson@hollowayauto.com 431-1899 (H) 427-1165 (F) 234-1899 (C) e-mail <a href="mailto:paulh@rcn.com">paulh@rcn.com</a>	BUSINESS & INDUSTRY	6/30/2014
Harvey Hill 469 Morse Hill Rd. Charlestown, NH 03603 543-3897 (H) 372-2412 (C) 542-9919 (F) e-mail <a href="mailto:hdh@sover.net">hdh@sover.net</a>	BUSINESS & INDUSTRY (leave of absence while serving as RVCC Interim President)	6/30/2013
Kim Trisciani <b>SECRETARY</b> Honeywell Automation and Controls Solutions 915 Holt Ave. Unit #3 Manchester, NH 03109 625-5677 (H) 668-6737 (O) 668-6374 (F) 486-7048 (C) e-mail <a href="mailto:kmtrisciani@comcast.net">kmtrisciani@comcast.net</a>	LABOR	6/30/2015
Ned Densmore <b>TREASURER</b> 533 Wells Rd. Franconia, NH 03580 823-8433(H) (O) e-mail <a href="mailto:neddensmore@hughes.net">neddensmore@hughes.net</a>	PUBLIC	6/30/2016

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e-mail [Alison.stebbins@fmr.com](mailto:Alison.stebbins@fmr.com)

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Amherst, NH 03031  
673-4348 (H)  
493-6629 (C)  
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742-5807 (O)  
742-5807 (F)  
e-mail [anntorr@live.com](mailto:anntorr@live.com)

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223-1279 (O) or 223-1000  
472-8723 (H)  
223-1470 (F)  
545-2189 (c)  
e-mail [connierc@nedelta.com](mailto:connierc@nedelta.com); [connierc@comcast.net](mailto:connierc@comcast.net)

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391-4494 (H&C)

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225-9540 x 110 (O)  
770-8620 (C)  
e-mail [tlucas@new-futures.org](mailto:tlucas@new-futures.org)

COMMUNITY SERVICE

6/30/2016

VACANT

ALUMNI

6/30/2013

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629-4621 (O)  
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6/30/2016

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569-4361 (O)  
Secretary: Joan Loonam  
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LAW ENFORCEMENT

6/30/2015

Vacant

STUDENT  
RIVER VALLEY CC

5/31/2014



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e-mail [kshields@nhcdfa.org](mailto:kshields@nhcdfa.org)

6/30/2016

**Ex Officio Members:**

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271-2121 (O)

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Sec.: Denise Lafrazia 271-7275

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Commissioner George Copadis  
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e-mail [George.N.Copadis@nhes.nh.gov](mailto:George.N.Copadis@nhes.nh.gov)

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Legal Coordinator  
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[Marie-Helene.Bailinson@nhes.nh.gov](mailto:Marie-Helene.Bailinson@nhes.nh.gov)

Chancellor Emeritus

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641-5617 (h)  
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Chancellor Emeritus

J. Bonnie Newman  
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Vice-Chancellor Emeritus

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11/14/12  
Revised 12/5/12  
Revised 1/5/13

6+C 5/25/11 #42

PO 1015810



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

April 29, 2011

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a **Sole Source** Memorandum of Agreement (MOA) with the Community College System of New Hampshire (CCSNH) (VC #216952), 26 College Drive, Concord, NH in an amount not to exceed \$2,000,000 for the implementation and delivery of a Job Readiness Certificate program for unemployed NH citizens. The effective date of this agreement is May 25, 2011 or upon Governor and Executive Council approval, whichever is the latest. This contract is **100% Other Funds – Job Training Program**.

Funding is available in account titled, Job Training Program, as follows and pending budget approval for Fiscal Years 2012 and 2013:

	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
03-35-35-350010-54200000-049-500420 Transfer to Other State Agency	\$600,000	\$1,000,000	\$400,000

**EXPLANATION**

This is a **Sole Source** MOA between two State entities for the purpose of developing a Job Readiness Certificate program to address the under-preparedness of unemployed individuals and others who are seeking to enter the NH labor market. Consistent with the mission of CCSNH to better prepare citizens for work, CCSNH is best suited to develop and deliver a program that addresses basic skills in math, reading, communication, and workplace behaviors. This project will be piloted at four Community Colleges: White Mountain Community College (Berlin); Great Bay Community College (Portsmouth); Manchester Community College; and River Valley Community College (Claremont). The project is being developed in response to concerns expressed by business owners throughout New Hampshire that entry-level workers and other new hires often do not possess the basic skills needed to perform successfully in the workplace. The concerns by business owners regarding the need for skills enhancement have been offered at Governor Lynch's Jobs Cabinet Roundtable Series and at a series of regional business outreach sessions designed to directly connect New Hampshire businesses with state leaders and state services. Business leaders asked for a project designed to enhance basic skills of job-seekers and indicated they would be willing to hire applicants who underwent training and educational classes to enhance work-readiness. CSNH colleges will work collaboratively with local NH Works (one-stop) offices to provide these services to unemployed workers seeking re-employment services

Respectfully submitted,

George M. Bald  
Commissioner

# Memorandum of Understanding

Between

New Hampshire Department of Resources & Economic Development (DRED)  
Concord, NH 03301

And

The Community College System of NH (CCSNH)  
26 College Drive  
Concord, NH 03301

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## Section I. Parties and Purpose

The New Hampshire Department of Resources and Economic Development (DRED), agrees to contract with the Community College System of New Hampshire (CCSNH) for the development and delivery of a Job Readiness Certificate program to address the under-preparedness of unemployed individuals and others who are seeking to enter the NH labor market. The CCSNH will develop a program that addresses basic skills in math, reading, communication, and workplace behaviors and deliver it at four of its colleges: White Mountain Community College (Berlin); Great Bay Community College (Portsmouth); Manchester Community College; and River Valley Community College (Claremont). CCSNH colleges will work collaboratively with local NH Works (one-stop) offices and other appropriate social services agencies to identify likely candidates for the program. The effective date of this agreement is May 25, 2011 or upon Governor and Executive Council approval, whichever is the latest, through May 25, 2013.

Funding for this initiative is contingent upon the continued availability of sufficient Job Training funds. DRED will provide funding to support the program, not to exceed \$1,000,000 in each of 2011-12 and 2012-13. CCSNH will work with staff from DRED to ensure that CCSNH meets the reporting requirements of DRED.

Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.

## Section II. Scope of Function and Responsibilities

### CCSNH Agrees to:

1. Provide a comprehensive work readiness program focusing on addressing gaps in worker readiness in the areas of math, reading, and problem solving, as well

as workplace behaviors: self- discipline, teamwork, communication, and ethical behavior.

2. Offer the program at four sites: White Mountain Community College; River Valley Community College; Great Bay Community College; and Manchester Community College. Expanding the program to other sites must be approved in writing by the Commissioner of DRED, and based on successful implementation of the pilot sites as determined by the NH Works One-Stop Operator Consortium.
3. Purchase necessary equipment, software, furniture, etc. and fit up classroom/lab facility at each site.
4. Use as the basis of the program the National Career Readiness Certificate issued by ACT (American Council Testing program), a portable, evidence-based credential that measures essential workplace skills and is a reliable predictor of workplace success.
5. Contract with Work Keys (ACT) to provide assessment and curriculum materials that will lead to four certificate levels of attainment: Bronze, Silver, Gold, and Platinum.
6. Issue a CCSNH certificate credential to successful completers of both the Work Keys program and the CCSNH Workplace Behaviors curriculum.
7. Hire curriculum developers and faculty to teach the Workplace Behaviors curriculum.
8. Hire a Manager and Administrative Assistant at each of the four designated sites.
9. Hire a state-wide coordinator to act as liaison between the colleges and businesses, state agencies and other stakeholders.
10. Market the program both locally and state-wide; all outreach and marketing activities shall acknowledge NH Works sponsorship.
11. Conduct annual customer satisfaction surveys, and share results with the NH Works One Stop Operator Consortium.
12. Compile an annual report whose elements would be designed by the Office of Workforce Opportunity (OWO), and submit the report to the OWO by no later than May 30 of each year beginning in May 2012. [This report shall be included in the required comprehensive Job Training Fund annual report to the NH Legislature.]

13. Offer the program at no cost to unemployed New Hampshire residents. For the purpose of this project, unemployed workers shall be defined as any individual 18 years of age or older, not legally employed at the time of program entry.
14. Collaborate with NH Works staff and appropriate local social services agencies to identify potential participants for the program.

DRED agrees to:

1. Fund the program for two cycles (May 2011-12 and May 2012-13) at a cost not to exceed \$1,000,000 per cycle; contingent upon the ongoing availability of the NH Job Training Funds not allocated for direct business training purposes.
2. Pay to the CCSNH an amount of \$500,000 for start-up costs upon contract approval by the Governor and Executive Council and an additional amount not to exceed \$500,000 in 12 monthly cost reimbursement payments for 2011-12. For services performed on or before May 25, 2012 through May 25, 2013, DRED shall reimburse CCSNH for actual costs not to exceed One Million Dollars (\$1,000,000).
3. Facilitate the referral of clients to the CCSNH through NH Works and other appropriate social services agencies.
4. Assist CCSNH in the development and evaluation of the Job Readiness Certificate program.
5. Provide a contract manager through the Office of Workforce Opportunity (OWO).

Both Parties Jointly Agree to:

1. Develop written program procedures within the first six months of the project that clearly define program parameters and expected outcomes (e.g., type and length of services, minimum program participation requirements, re-referral procedures, participant tracking, definition and anticipated number of program completers, other benchmarks established by the partner agencies) and submit documents to the NH Works Consortium for review.
2. Establish an Advisory Committee of employers and representatives from CCSNH DRED, NHES that would provide input and advice as the program evolves and act as advocates for the program both state-wide and locally.
3. Work as a partner with the Governor's Office in the development, dissemination, publicizing, and evaluation of the program.

### **Section III. Pricing / Payments**

CCSNH agrees to provide DRED with the services indicated in Section II of this agreement within the limitations of this agreement as shown below.

Services to be provided are based on estimated costs (see budget in section IV) associated with the services. Should the approved funding be insufficient to cover the actual costs associated with the services, both parties can amend the agreement to provide sufficient funding or CCSNH shall cease to provide the services beyond the period of available funding.

The conditions and responsibilities outlined in this agreement are further subject to the availability of resources. Any party may, after thirty (30) days written notification, suspend this agreement if funds become unavailable to carry out this agreement or if the DRED is no longer willing to carry out the agreement. Upon termination, all allowable expenses incurred and paid by CCSNH prior to the termination date will be reimbursed.

**Total agreement not to exceed: \$2,000,000**

**FY 2011/2012 expenses not to exceed: \$1,000,000**

**FY 2012/2013 expenses not to exceed: \$1,000,000**

For services performed between May 25, 2011 through May 25, 2012, CCSNH shall be paid a start-up allocation of Five Hundred Thousand Dollars (\$500,000) and the remaining \$500,000 shall be paid on a cost reimbursement basis based on monthly invoices of actual cost, not to exceed One Million Dollars (\$1,000,000).

For services performed between May 25, 2012 through May 25, 2013, CCSNH shall be paid on a cost reimbursement basis based on monthly invoices of actual costs, not to exceed One Million Dollars (\$1,000,000).

Upon presentation of any invoice for such services and related expenses, which shall be billed monthly, the amount of the invoice shall be immediately due and payable to CCSNH.

**Invoices shall be sent to:** NH DRED  
Office of Workforce Opportunity  
Attn: Tammy Moore  
172 Pembroke Rd.  
Concord, NH 03301

**Payment shall be made to:** Community College System of NH  
Attn: Michael Marr  
26 College Drive  
Concord, NH 03301

## Section IV. Budget Estimates

<b>Program Set-Up:</b>		<b>\$190,850</b>
	Program and Curriculum Development @ 175 hours x \$60.57 per hr. = \$10,600	
	4 Work Keys and Key Train Licenses @ 4 colleges = \$12,000	
	Tests and Certificates @ 16.50 per student @ 4 colleges = \$8,250 (projecting 500 clients)	
	Ten Station Computer Lab = \$10,000 x 4 colleges = \$40,000	
	Computer Lab Associated Equipment /Furniture/Supplies = \$30,000 x 4 colleges = \$120,000	
<b>Personnel (salary and benefits) :</b>		<b>\$638,000</b>
	Business Training Center Directors (4) @ 15% of time = \$48,000	
	Instruction @ \$75 per hour x 30 hours = \$2250 x 8 sessions = \$18,000 per college -- \$72,000 for 4 colleges	
	One Full-Time Center Manager @\$65,000 (inc. benefits) x 4 colleges = \$260,000	
	Center Student Support (Admin. Asst.) @ \$55,000 (inc. benefits) X 4 colleges = \$220,000	
	One Part-Time State-Wide Liaison = \$38,000	
<b>Operations:</b>		<b>\$163,000</b>
	Marketing = \$40,000	
	Travel = \$20,000	
	Training = \$40,000	
	Utilities = \$4,000	
	Phone = \$4,000	
	Grant Administration = \$55,000 (8% of recurring costs)	
<b>Total Costs</b>	<b>for four colleges for 2011/12</b>	<b>\$991,850</b>
<b>Cost per Client</b>	<b>in 2011/12 (based on 500 clients)</b>	<b>\$1,984</b>

**Total Costs= \$931,250 for four colleges for 2012/13 (excludes one-time costs for curriculum development, computer purchases and some associated equipment/furniture).**

**Cost per Client 2012/13 = \$1862 (based on 500 clients)**

## **Section V. Other Provisions**

1. CCSNH and DRED will each designate a primary contact person for communication purposes. All communications, both written and verbal, will be channeled through these designees.
2. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
4. CCSNH may self-insure and / or at its option purchase any insurance it considers appropriate as part of the operating budget of this project.
5. DRED shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this agreement arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. CCSNH shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this agreement arising out of the negligent or intentional actions of its officials, employees, subcontractors, and/or agents. DRED reserves all rights and defenses under the doctrine of sovereign immunity, which immunity is not waived. This covenant shall survive the termination of this Agreement.
6. In the event of an early termination of this Agreement for any reason other than the completion of the Services, CCSNH shall deliver to DRED, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by DRED within 30 (thirty) business days.
7. In connection with the performance of the Services, CCSNH shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon CCSNH, including, but not limited to civil rights and equal opportunity laws.
8. The Contracting Officer specified on the signature page, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, both parties agree to negotiate in good faith to resolve it, and failing resolution, the Contracting Officer's shall seek final resolution through the Attorney General's office.
9. 9.1 Any one or more of the following acts or omissions of DRED or CCSNH shall constitute an event of default hereunder ("Events of Default"):

9.1.1 failure to pay timely; or

9.1.2 failure to submit any report required hereunder; or

9.1.3 failure to perform any other covenant or condition of this Agreement.

9.2 Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:

9.2.1 give the defaulting party 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 notice of termination; and

9.2.2 give the defaulting party written notice specifying the Event of Default and suspend all services under this Agreement until such time as the Event of Default has been cured; and

9.2.3 set off against any other obligations owed to the defaulting party any damages suffered by reason of any Event of Default; and

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

10. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

11. To facilitate the performance of this Agreement, the following positions are designated as liaisons between DRED and CCSNH:

a. For DRED: Jackie Heuser  
Director, Office of Workforce Opportunity  
172 Pembroke Rd  
Concord, NH 03302

b. For CCSNH: Charles Annal  
Vice-Chancellor, CCSNH  
26 College Drive  
Concord, NH

12. Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause

reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.

13. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that CCSNH may assign its rights to receive monies due and becoming due.
14. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any right hereunder shall constitute a waiver of any right on any other occasion.
15. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.
16. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.
17. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement, which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.
18. The General Provisions of this Agreement as written constitute the entire agreement between DRED and CCSNH, and supersedes all prior agreements and understandings.

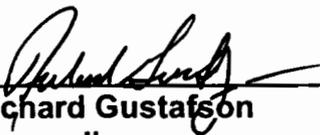
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New Hampshire Department of Resources and Economic Development

  
George Bald  
Commissioner

May 2, 2011  
Date

Community College System of New Hampshire

  
Richard Gustafson  
Chancellor

May 2, 2011  
Date

Approved by the Attorney General (Form, Substance and Execution)

Date: 5/11/2011

By: ATB

Approved by the Governor and Council

Date: 5/25/11

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