

87 DM



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

January 26, 2016

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

Sole Source

REQUESTED ACTION

Authorize the Department of Education, Bureau of Integrated Programs (the Department) to enter into a **sole source** contract with Media Power Youth (MPY), Manchester, NH, (Vendor Code #270390), in an amount not to exceed \$130,000.00 to provide services to develop Wellness Pathways for educators, effective upon Governor and Council approval through October 31, 2016. 100% Federal Funds.

Funding is available in the accounts titled Compensatory Education Title I and Special Education – Elem/Sec as follows:

	<u>FY16</u>	<u>FY17</u>
06-56-56-563010-32610000-102-500731 Contracts for Program Services	\$55,000.00	\$10,000.00
06-56-56-562510-41100000-102-500731 Contracts for Program Services	\$55,000.00	\$10,000.00

EXPLANATION

This contract is **sole source** because Media Power Youth is the only provider for services related to the development of Media Literacy Pathway Modules, focused on K-8 Wellness for children and youth, which will be housed and disseminated via the New Hampshire Networks.

The New Hampshire Network platform provides a space for educators across the state to access this learning tool and work anytime and anywhere, sharing products, organizing documents and resources, finding out about innovative programs, and accessing online professional development modules through organized pathways (i.e. courses).

Media Power Youth is uniquely qualified to develop and deliver our Wellness Media Literacy Pathway as evidenced by their upper elementary curriculum, *Media Literacy for Safe and Healthy Choices*, which was evaluated multiple times in the Manchester schools and found to be "substantially effective in achieving its goals of helping young people understand and reduce the impact of unhealthy media messages," according to a study funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) and conducted by the Center on Media and Child Health, Boston Children's Hospital, Harvard School of Public Health, and Harvard Medical School, published in the May 2012, Journal of Children and Media. The

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2 of 2

curriculum and evaluation reviewed by SAMHSA are scheduled for inclusion on the National Registry of Evidence Based Practices and Programs (NREPP) in 2015.

In 2000, Media Power Youth began as a program of Child Health Services that served the medical needs of underserved children. It officially incorporated as an independent 501(c)(3) nonprofit organization in 2007. Based in Manchester, NH, Media Power Youth works in collaboration with prevention programs, school districts, communities, research institutions, government, businesses and foundations to provide a continuum of evidence-based, issue-focused media literacy education for youth, parents, and professionals.

In 2013, Media Power Youth was asked to partner with the New Hampshire Governor and the Office of the Attorney General in the New Hampshire Youth Violence Prevention Initiative, funded through the New Hampshire Department of Justice (2014-15), to reduce the impact of media violence, guide children to make healthy choices, and reduce the risk of violence and crime in New Hampshire communities. Media Power Youth is providing violence prevention curricula and training for New Hampshire education professionals, students, and parents in selected model communities. The program was re-funded by the New Hampshire Department of Justice for 2015-16. Partners include the New Hampshire Department of Education, the US Attorney's Office, New Hampshire School Principals Association, the New Hampshire School Guidance Counselors Association, and the New Hampshire Pediatric Society.

For New Hampshire, a key feature of the Wellness Pathways is the expansion of the capacity of Department staff to provide support to schools leveraging the NH Networks, dramatically reducing travel costs, out of office time, and increasing the Department's ability to reach communities in rural geographies.

In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,


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

VMB:me:pd:emr

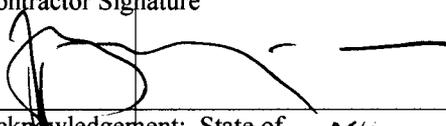
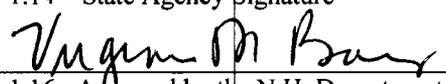
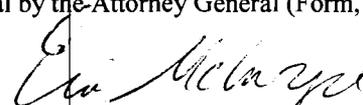
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Media Power Youth		1.4 Contractor Address 1245 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-222-1200	1.6 Account Number 06-56-56-563010-32610000-102-500731(1003[a]) & 06-56-56-562510-41100000-102-500731	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$130,000.00
1.9 Contracting Officer for State Agency Mary Earick & Santina Thibedeau		1.10 State Agency Telephone Number 603-271-6052 & 603-271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Frank B. Mesmer, Jr., President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>1-27-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Suzanne R. Baglio, Notary Public</u>			
1.14 State Agency Signature  Date: <u>1/27/16</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/18/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Media Power Youth (MPY) will provide the following services to the New Hampshire Department of Education effective the date of Governor and Council approval through October 31, 2016.

MPY will develop a series of two hour multi-module, self-paced - introductory learning pathways designed for pre K-8 educators. These courses will include research, best practices and skills and information in media literacy, integrated with critically important health and behavioral topics including substance use and child sexual abuse and violence. Each of the eight – two hour offerings will offer groundwork including discussion, interviews with experts in topical areas and written and media resources. Learning will provide practical tools and knowledge for handling behaviors in the classroom/school environment and seeking appropriate resources to best support student learning and growth.


Contractor Initials
Date 1-27-16

EXHIBIT B
Budget

MEDIA POWER YOUTH						
<i>Exhibit B- Budget Narrative for 2016/2017</i>						
Line Item	Direct Incremental	Indirect Fixed	2016	2017	Total	
1. Total Salary/Wages	\$69,944.00	\$1,800.00	\$58,830.08	\$12,913.92	\$71,744.00	
2. Employee Benefits/Taxes	\$12,913.00		\$10,588.66	\$2,324.34	\$12,913.00	
3. Consultants	\$5,500.00		\$5,500.00		\$5,500.00	
4. Equipment:	\$700.00		\$700.00		\$700.00	
5. Supplies:	\$5,636.08		\$5,636.08		\$5,636.08	
6. Travel (mileage & tolls)	\$900.00		\$738.00	\$162.00	\$900.00	
7. Occupancy		\$2,580.00	\$2,115.60	\$464.40	\$2,580.00	
8. Current Expenses		\$2,750.00	\$2,255.00	\$495.00	\$2,750.00	
9. Software	\$1,600.00		\$1,600.00		\$1,600.00	
10. Marketing/Communications	\$600.00		\$492.00	\$108.00	\$600.00	
11. Staff Education and Training	\$800.00		\$656.00	\$144.00	\$800.00	
12. Subcontracts/Agreements	\$13,480.00		\$13,480.00		\$13,480.00	
13. Other: (administrative costs for assistant, research, development & production)			\$7,408.58	\$3,388.34	\$10,796.92	
TOTAL			\$110,000.00	\$20,000.00	\$130,000.00	

Limitation on Price: In no case shall the total budget exceed the price limitation of \$130,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the accounts titled Compensatory Education and Special Education – Elem/Sec as follows:

	FY 16	FY 17
06-56-56-563010-326 0000-102-500731	\$55,000.00	\$10,000.00
06-56-56-562510-411 0000-102-500731	\$55,000.00	\$10,000.00

Method of Payment: Payments shall be made on invoices accompanied by a description of services for that period. Please submit invoices to:

Mary Earick, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301



 Contractor Initials Date: 1.27.16

EXHIBIT C

No Modifications, additions/deletions.


Contractor Initials Date 1.27.16

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 Media Power Youth is a New Hampshire nonprofit corporation formed March 28, 2007. 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. 2016



A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Without Seal)

2015  Frank B. Mesmer, Jr.
Board Chair

I, Roberta Brayer, Clerk/Secretary of Media Power Youth, Inc., do hereby certify that: (1) I am the duly elected and acting Clerk/Secretary of Media Power Youth, Inc., a New Hampshire (State of incorporation) corporation (the "Corporation"); (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 16th day of November, 2016, which meeting was duly held in accordance with New Hampshire (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

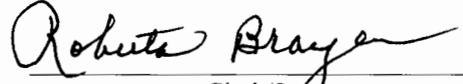
RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Frank B. Mesmer, Jr. _____ President
_____ Vice President
David Penchasky _____ Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 27th day of January, 2016.



Clerk/Secretary

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 27th day of January, 2016, before me, Suzanne Baglio, the undersigned, personally appeared Roberta Brayer, who acknowledged herself to be the Clerk/Secretary of Media Power Youth, Inc., a corporation, and that she as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Clerk/Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)


Notary Public/Justice of the Peace



My Commission expires:

BY-LAWS

ARTICLE I

Articles of Agreement

The name of the Corporation, the purposes for which it is established and the location of its principal place of business shall be as set forth in the Articles of Agreement, as from time to time amended, and these By-Laws. The powers of the Board of Directors (the "Board") and all matters concerning the conduct and regulation of the Corporation shall be subject to such provisions in regard thereto, if any, as are set forth in such Articles of Agreement which are hereby made a part of these By-Laws.

ARTICLE II

Membership and Dues

Section 1. Membership. The membership of the Corporation shall consist of the Board of Directors.

ARTICLE III

Board of Directors

Section 1. Powers. The management and administration of the affairs of the Corporation shall be carried out by the Board which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws.

Section 2. Number. The Board shall consist of not less than five (5) individuals (individually referred to as "Director," collectively referred to as the "Directors"). At least five (5) of the Directors shall not be of the same immediate family or related by blood or marriage, nor shall an employee of the Corporation be the Chairperson or presiding officer of the Board of Directors.

Section 3. Appointment and Election. The Incorporators at their initial meeting shall elect a Board of Directors to serve until the next annual meeting. (See Exhibit A). Thereafter, except as otherwise provided by these By-Laws or in the Articles of Agreement, the Board of Directors shall consist of their active members; however, at no time shall there be less than five Directors. A Director who fails to attend three consecutive meetings without prior notification to the Secretary shall be considered inactive. Any individual who desires to become a Director must make a written request to the Secretary, and the vote of the majority of Directors then duly in office may approve such Director at the next annual or regular meeting of the Board.

Section 4. Removal. A Director may be removed from office with or without cause by vote of a majority of the Directors then duly in office.

Section 5. Resignation. Any Director may resign by delivering his/her written resignation to the Chairperson of the Corporation at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Annual Meeting. The annual meeting shall be held during the month of _____, or at such other time as may be fixed by the Board of Directors.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall from time to time be fixed by resolution of the Board. Five (5) days notice shall be given of regular meetings. If at any meeting of the Board, at which a resolution is adopted fixing the times or place or places for any regular meeting(s), any Director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing the resolution or seven (7) days have elapsed after a copy of the resolution has been mailed, postage prepaid, addressed to each such absent Director at his/her last known home or business address.

Section 8. Special Meetings. Special meetings of the Board may be called by the Chairperson, by the President, by the Secretary, or by any three Directors and shall be held at the place designated in the notice or call thereof. At such special meetings, no business shall be transacted which is not specified in the notice of meeting. Notice of the time, place, and purpose of such meetings given by telephone or in person at least ten (10) days prior to the date of such meetings shall be sufficient to pass any measure.

Section 9. Notice. Unless otherwise provided for in these By-Laws, written or printed notice stating the place, day and hour of any meeting of the Board shall be delivered either personally or by mail to each Director, by or at the direction of the Chairperson, or the President, or the Secretary or the Officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Director at the address as it appears on the records of the Corporation, with postage thereon

prepaid. A Director waives notice of any meeting by attending such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need be specified in the notice or waiver of notice of such meeting in accordance with applicable law or these By-Laws.

Section 10. Quorum. Four Directors of the Board present in person shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 11. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws. The Board may also act without a meeting if written consent setting forth the action taken thereto is signed by all the Directors and filed with the records of the Board meetings. Such consent shall be treated as a vote of the Directors for all purposes.

Section 12. Vacancies. The Board, by vote of a simple majority of all of the Directors then duly in office, shall fill any vacancy occurring on the Board for the balance of the unexpired term of any Director who does not complete the term for which that Director was then duly in office.

Section 13. Director - Residuary Powers. The Board shall have the powers and duties necessary or appropriate for the administration of the affairs of the Corporation. All powers of the Corporation set forth in, the Article of Agreement, or these By-Laws, shall be vested in the Board.

Section 14. Committees. The Board may, by vote of a majority of Directors then duly in office, establish such committees and subcommittees or other committee of the Board as it may deem desirable to which it may, by like vote, delegate thereto some or all of its powers except those which by law, the Articles of Agreement or these By-Laws it is prohibited from delegating. Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided by these By-Laws for the Directors. The Board shall have the power to fill vacancies in or disband, any such committee.

Section 15. Telephone Conference Meetings. The Directors or the members of any committee may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participating by such means shall constitute presence in person at a meeting.

Section 16. Annual Election By Mail. Notwithstanding the foregoing, upon vote of the Board, the election of the Directors may be conducted by mail by ballot being sent to the Directors then duly in office by mail at least fourteen (14) days before the election date, in which event the election shall be valid only if at least fifty-one percent (51%) of the Directors shall cast ballots on or before the election date.

Section 17. Conflict of Interest. Should any item come before the Board that might result in a Director having or appearing to have a conflict of interest either by occupation, place of residence or other holdings, or any other interest, the Director shall make his/her personal interest known to the Board as soon as he/she recognizes a possible conflict and shall refrain from voting on matters regarding the issue.

In addition to the conflict of interest provisions of these By-laws, the Board shall adopt a Conflicts of Interest Policy and policy for dealing with "pecuniary benefit transactions" in conformity with New Hampshire RSA 7:19-a.

Section 18. Compensation. Directors shall not receive any compensation for their services as Directors, but may be reimbursed for incidental expenses incurred in carrying out their duties as Directors or attending Board meetings.

ARTICLE IV

Officers

Section 1. The Officers of the Corporation shall be the Chairperson of the Board, the President, the Vice-Chairperson of the Board, Treasurer, and Secretary. The Officers of the Corporation may also include one or more Assistant Treasurers and/or Assistant Secretaries. The Board may elect or appoint such other Officers as it deems desirable, such Officers to have authority and perform the duties prescribed, from time to time, by the Board. The Office of any official position may be combined and held by one (1) person.

ARTICLE V

Powers of Officers

Section 1. Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson shall nominate all members of Board committees.

Section 2. President. The President shall be the Chief Executive Officer of the Corporation. If the President is an employee of the Corporation, the President shall not also serve as Chairperson and shall attend, but not preside at, all meetings of the Board. The President, the Treasurer, or some other person specifically authorized by vote of the Board, may sign all deeds, leases, contracts, notes and/or other instruments to be executed on behalf of the Corporation. The President shall perform all the duties commonly incident to his/her office and

shall perform such other duties and have such other powers as the Board may from time to time designate.

Section 3. Vice-Chairman of the Board. The Vice-Chairman shall have such powers and perform such duties as may be delegated to him/her by the Board. In the absence or disability of the Chairperson and/or President, the Vice-Chairperson may perform the duties and exercise the powers of the Chairperson and/or President.

Section 4. Treasurer. The Treasurer shall have the care and custody of the funds of the Corporation and shall have and exercise under the supervision of the Board all the powers and duties commonly incident to his/her office. He/she shall, with the President, have the power to sign all deeds, leases, contracts, notes and/or other instruments to be executed on behalf of the Corporation. He/she shall have the custody of the corporate seal and of all the money, funds, valuable papers and documents of the Corporation. He/she shall deposit all the funds of the Corporation in such bank, trust company, or with such firm doing a banking or brokerage business as the Board may from time to time designate. He/she may, on behalf of the Corporation, endorse for deposit or collection, all checks, notes and other obligations payable to the Corporation or its order and may accept drafts on behalf thereof. He/she shall keep accurate books of account of all corporate transactions, which books shall be the property of the Corporation, and together with all other of its property in his/her possession, shall be subject at all times to the inspection and control of the Board. All receipts and vouchers for payment made to the Corporation, and checks, drafts, notes and other corporate obligations for the payment of money by the Corporation shall be signed by the Treasurer except as the Board may otherwise specifically order. Checks and drafts need not be countersigned, unless otherwise ordered by the Board.

Section 5. Assistant Treasurer. Any Assistant Treasurer who is elected shall perform such duties and have such powers only as the Board or the Treasurer may from time to time designate.

Section 6. Secretary. The Secretary of the Corporation shall be present at all meetings of the Board, and he/she shall keep accurate records, in books provided for that purpose, of the proceedings had at such meetings, which books shall respectively be open at all reasonable times to the inspection of any Director.

He/she shall perform all the duties commonly incident to his/her office and shall perform such other duties and have such other powers as the Board may from time to time designate. In the absence of the Secretary from any meeting of the Board, as the case may be, a Secretary pro tempore may be chosen who shall record the proceedings thereof.

Section 7. Assistant Secretary. Any Assistant Secretary who is elected may perform the duties and exercise the powers of the Secretary in his/her absence and shall perform such other duties as the Board shall prescribe.

Section 8. Election and Term of Office.

(a) The Officers of the Corporation specified in Section 1 of this Article shall be elected by the Board at its annual meeting or as soon thereafter as feasible and shall be by ballot cast by qualified Directors. The old officers are responsible to run the annual meeting but two months prior to the annual meeting, a non-voting slate will be presented to the Board of Directors. A plurality of votes cast shall elect. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until the next annual election of the Board and until a successor shall have been duly elected and shall have qualified.

(b) The term of office shall be one (1) year. Any Officer may be re-elected by the Directors to hold office for additional one (1) year terms.

Section 9. Removal. Any Officer elected or appointed by the Board may be removed by the Board by two-thirds (2/3) vote of the remaining Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed.

Section 10. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term.

Section 11. Compensation. If the President is an employee of the Corporation, the President shall be entitled to receive reasonable compensation for his/her services as President and may be reimbursed for incidental expenses in carrying out his/her duties as President or attending Board meetings. Other officers of the Corporation, except the Chairperson, may receive reasonable compensation for carrying out their duties, subject to the Corporation's Conflicts of Interest Policy.

ARTICLE VI

Amendments

These By-Laws may be amended by a majority vote of the Board upon written notice and discussion by all Directors.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts. All documents to be executed by the Corporation including deeds, mortgages, leases, promissory notes or other instruments except checks, shall be executed by the President. The Board may authorize any Officer or Officers, agent or agents, of the Corporation, in addition to the Officers so authorized by these By-Laws, to enter into contracts 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 instance.

Section 2. Checks. All checks issued to the Corporation shall be executed by the President or the Treasurer. All checks issued by the Corporation shall be executed by the Treasurer and **President** or such other persons as the Board may designate. All checks issued by the Corporation over \$1,000 shall be executed by the Treasurer and the President.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation and in such banks, trust companies, financial institutions or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII

Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members of the Board. All books and records of the Corporation may be inspected by any Director, or Director's agent or attorney, for any legal and valid purpose, at any reasonable time. The Board, if it deems prudent, shall cause an audit of the records of the Corporation to be made each year by a competent auditor.

ARTICLE IX

Audit of Books

Provision shall be made by the Board for a periodic audit or appropriate accountant review of the accounts of the Treasurer, either by a committee of Directors or by an accountant retained by the Board for the purpose of such audit.

ARTICLE X

Personal Liability

The Directors and Officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the Corporation may look only to the funds and property of the Corporation for the payment of any debt, damages, judgment or decree, or of any money that may otherwise come due or payable to them from the Corporation. The

Corporation may obtain insurance for Officers and Directors. The Corporation shall indemnify and hold Directors and Officers harmless for claims made against them to the full extent allowed by New Hampshire and federal law, as set forth in the Articles of Agreement of the Corporation.

ARTICLE XI

Fiscal Year

The fiscal year of the Corporation shall begin on January 1 in each year.

Rona L. Zlokower

r.zlokower@mediapoweryouth.org

EMPLOYMENT

2007-present

Media Power Youth (formerly MediaSmart), Manchester, NH

Executive Director of statewide nonprofit educating professionals, parents, youth, the public about media influence on youth health and behavior. Manage programs, services, board, staff, and volunteers.

2000-2007

Media Smart: promoting media smart children, teens and families, Child Health Services, Manchester, NH

Creator, director of media literacy/public health education program for youth, parents, professionals and public on media influence on child/teen health, behaviors, development. Advocate on community, state national levels. Manage staff, programs, board. Led transition to 501C3: Media Power Youth.

1998-1999

Celebrate New Hampshire Culture, Concord, NH

Managing Director for NH's participation in the 1999 Smithsonian Folk life Festival, Washington, DC

1997

OGBE Communications, Manchester, NH

Communications consultant on community healthcare project

1994-1997

US Diplomatic Corps, Belize, Central America

Joined with spouse on assignment for US State Department. Consulted to nonprofits, volunteered in schools.

1978-1994

Digital Equipment Corporation, Merrimack, NH

US Community Relations Mgr., Northern New England Community Relations Mgr., New Hampshire Community Relations Mgr.

Created and led national program to integrate business goals with community outreach. Managed community and government relations for Digital in NH, Maine and Vermont. Maintained partnerships with businesses, associations, foundations, government and nonprofits. Managed financial, technical and human resources to address public and company issues. Led statewide contributions program. Led creation of child abuse prevention program, adopted by National Center for Missing and Exploited Children.

1975-1978

Marlborough Hospital, Marlborough, MA

Director Community Relations and Development, Community Relations/Development Specialist

Member of 5 person management team, planned and implemented community and development programs

EDUCATION

- Simmons College, Boston, MA, Masters, Communications Management, June 1988
- Syracuse University, Syracuse, NY, BS, January 1971
- Maxwell School of Citizenship and Public Affairs, Syracuse University, Wash DC Seminar, June 1968
- Syracuse University Foreign Study Program, September 1969-January 1970, University of Poitiers, France
- Independent Study, January – June 1970, University of Poitiers, France
- New Mexico Media Literacy Institute, April, 2001, Albuquerque, New Mexico

PROFESSIONAL

- Business and industry Association (BIA) of NH, former member, Board of Directors
- The Corporate Fund of New Hampshire, Board, Chair
- Makin' It Happen, member of advisory board-
- NH Dept. Health & Human Services, ATOD, Prevention Task Force and Evidence Based committee

Rona L. Zlokower, Media Power Youth

VOLUNTEER

- Nashua United Way, Board of Directors, Long Range Planning Committee, Chair
- NH Task Force to Prevent Child Abuse and Neglect, Board of Directors, Chair
- Women's Fund of NH, Board of Directors, member of Grant Making Committee and board of directors

AWARDS/HONORS

- Max Silber Community Service Award, Nashua United Way, 1988
- Champion for Children Award, NH Task Force on Child Abuse and Neglect, 1992

LANGUAGES

French: reading, writing and conversational / Spanish – studying currently

SAMPLING OF PRESENTATIONS/ TRAININGS/ KEYNOTES DELIVERED:

- NH Early Intervention Network – annual meeting speaker, 2/06
- North Country Prevention Coalition, professional training, 12/06
- HealthyNH Foundation, Annual Meeting – keynote, 6/06
- Lunenburg MA School District- keynote, school/community health forum, 10/07
- Southern NH University, Kids and Emerging Technologies Conference, presenter 4/07
- Concord Substance Abuse Coalition, professional training, 10/07
- Head Start, Hillsborough County – staff training, 10/07
- NH Minority Women's Health Conference, presenter, 6/07
- Weeks Medical Center, NH, Teens & Choices, youth workshop, 11/07
- Makin It Happen Prevention Coalition, Manchester, NH, professional training, 10/07
- Home Inc, Boston MA, Shaping Media Shaping Lives, presenter, 10/07
- Conference of Parents, CADY (Communities for Alcohol and Drug Free Youth) Plymouth, NH – keynote, 4/08
- CATS, Community Alliance for Teen Safety, Safe Home Parents Network, Derry NH, presenter, 11/08
- NHAPERD, New Hampshire Association of Health, PE, Recreation and Dance, presenter, 11/08
- NH Pediatric Society, Annual Education Day, 2008, presenter, media and child health, 10/08
- Head Start, Hillsborough County – parents, presenter, 2008, 2009
- 4th Annual Conference on Eating Disorders, Plymouth State University – Presentation on Body Image and Disordered Eating, 4/09
- Monadnock Lyceum – Presentation on Youth & Media: Benefit vs. Peril, 6/09
- Parent Information Resource Center (PIRC) Conference, 5/10
- NH Attorney General's Conference on Domestic & Sexual Violence and Stalking – Presented on Media, Women & girls 5/10
- Parent Information Resource Center (PIRC) Presentations
 - Seacoast Charter School
 - Governor Wentworth Elementary School
 - Hopkinton High School
 - Kingston Middle School
 - South Hampton – Bernard School PTO
 - Winnesquam Elementary School
- Parent Presentations on Media and its effects on Children (2012)
 - McLaughlin Middle School, Manchester, NH
 - Beech Street Elementary School, Manchester, NH
 - Early Head Start Socialization, Manchester, NH

Sarah Shanahan

Education Master of Arts in Teaching, University of New Hampshire, Durham, NH
Bachelor of Fine Arts in Theatre Studies, Emerson College, Boston, MA

Licenses NH EEC: Elementary Education (K-8), Theatre; HQT (Pending Renewal)
American Society for Training and Development (ASTD) Certified Professional Trainer

Awards NSVRC Visionary Voice Award for Violence Prevention (2011)
NH Children's Trust Fund Unsung Hero Award (2009)

Experience

Media Power Youth, Manchester, NH Sept. 2012-Present

Education and Training Manager

- Implemented NH Governor's statewide Violence Prevention through Media Literacy initiative
- Trained over 200 teachers to implement media literacy programming in their classrooms
- Coordinated the marketing and scheduling of all programs and trainings
- Developed and delivered media literacy programs for parents, teachers and students across the state
- Integrated new technologies into programs and presentations
- Designed an online course (January launch)
- Partnered with local, regional and statewide organizations to deliver workshops to youth
- Wrote grants and proposals to fund programming and operating costs
- Developed partnerships with appropriate private, public and state entities to secure funding and opportunities for Media Power Youth programming
- Supervised interns, staff and volunteers

Sexual Assault Support Services, Portsmouth, NH Sept. 2001-Sept. 2012

Educator

- Delivered age appropriate programs to over 100,000 elementary, middle and high school students
- Used multiple forms of media/technology to enhance school presentations
- Developed evidence and research based middle & high school violence prevention curriculum
- Developed evidence and research based elementary Personal Body Safety curriculum
- Developed statewide assessment tool for violence prevention programs
- Trained and supervised interns, volunteers and education staff
- Scheduled, coordinated and evaluated school programs
- Conducted teacher, staff and parent trainings at schools and conferences
- Presented media literacy workshops at state, regional and national conferences
- Wrote and performed Personal Body Safety puppet shows

Saint Patrick School, Portsmouth, NH Sept. 2000-June 2001

Junior High Math Teacher/ Sixth Grade Homeroom Teacher

Rye Junior High School, Rye, NH Sept. 1999-June 2000

Special Education Associate, DI Team Manager

Theatre Camp Director: Prescott Park Arts Festival, Hackmatack Playhouse, UNH, Arts Rochester

OTHER EXPERIENCE & SKILLS

Educational Theatre, Acting/Singing, Theatre Instruction/Directing/Technical theatre, Songwriting, Playwriting, Girl Scouts, Pi Lambda Theta (National Honor Society in Education), Mensa