

W

37 ~~18~~



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-6133
FAX (603) 271-1953

October 12, 2017

His Excellency, Governor Christopher T. Sununu
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 **sole source** contract with NH Jobs for America's Graduates (d/b/a NH-JAG), 175 Ammon Drive, Suite 212, Manchester, NH 03103 (Vendor Code 158930), in an amount not to exceed \$20,000, to provide the follow-up services to currently active youth in the Manchester Out-of-School Youth Program and Merrimack Valley High School program, effective upon Governor and Council approval through June 30, 2018. Funding is 100% Other (WIOA Youth Activities).

Funds to support this request are available in FY 2018 in the account entitled Youth Title I-WIA:

	<u>FY 18</u>
06-56-56-565010-40950000-102-500731	\$20,000
Contracts for Program Services	

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

EXPLANATION

At the request of the Merrimack Valley School District the WIOA program has been discontinued leaving the Manchester Out-of-School Youth program and Merrimack Valley High School program without follow up services. The Department requests approval of a **sole source** contract with NH-JAG because of its existing relationships between the instructors and the participants in the program. The contractor has thorough knowledge of the program and currently is contracted with other regions for the same services in FY 2018.

The services will be provided at the Manchester Community College, NH-JAG Administrative Office located in Manchester, the Manchester NH Employment Security One-Stop Center or other sites as agreed to by the participant and the NH-JAG staff.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 12, 2017
Page 2 of 2

The purposes for these WIOA Title I Youth funds are: to provide follow-up services to eligible youth who have participated in a Title I WIOA program during FY2017 and are seeking assistance in achieving academic and employment success through activities in the following five areas as needed: 1) Supportive Services; 2) Adult Mentoring; 3) Financial Literacy Education; 4) Services that provide labor market and employment information about in-demand industry sectors or occupation available in the local area, such as career awareness, career counseling, and career exploration services; 5) Activities that help youth prepare for and transition to postsecondary education and training.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank Edelblut', written in a cursive style.

Frank Edelblut
Commissioner of Education

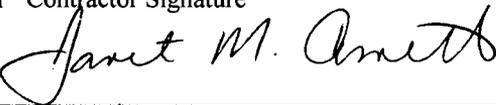
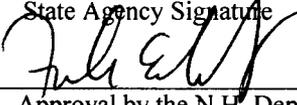
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		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 See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Kim Runion, Administrator		1.10 State Agency Telephone Number 603.271.3805	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet M Arnett Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/22/17</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 <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> [Seal] <u>Sheila Sarabia</u> </div> <div style="text-align: right;"> SHEILA A. SARABIA, Notary Public My Commission Expires January 27, 2021. </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sheila Sarabia - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, COMMISSIONER OF EDUCATION</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: <u>E. B. McIntyre</u> On: <u>11/2/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

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

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

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

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

Contractor Initials
Date 09/22/17

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.

Contractor Initials
Date

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**EXHIBIT A
The Services**

1. The Contractor is responsible for providing follow-up services with current and exited students.
2. All participants to be served through these program funds must be students who were certified eligible and/or received active services between April 1, 2016 and June 30, 2017, or students who are in follow-up at the time this contract is approved.
3. The Contractor is responsible for recruiting exited students into the follow-up program.

Current student Enrollment in training activities:

Site	Students Enrolled in Training Activities
Merrimack Valley High School	17 Students
Manchester Out-of-School Youth	21 Students

4. The Contractor shall:
 - Provide follow-up service strategies for each participant that shall identify an employment and/or education plan appropriate to that individual. The WIOA Essential elements that may be provided to each participant are:
 - Supportive services.
 - Adult mentoring.
 - Financial literacy education.
 - Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services .
 - Activities that help youth prepare for and transition to postsecondary education and training.
 - Provide monthly contact to provide guidance and counseling for youth who are successfully employed and/or in college to assure continued success in their chosen field in order to meet federally required performance measures:

Performance Measures	Final Goals PY 2017
Employment (Second Quarter after Exit)	63.0%
Employment (Fourth Quarter after Exit)	59.0%
Median Earnings	Baseline
Credential Attainment Rate	60.5%
Measurable Skill Gains	Baseline
Effectiveness in Serving Employers	Baseline

Contractor Initials ma
Date 9/22/17

- For youth who are not employed or in college, provide bi-monthly meetings in order to:
 - Prepare for post-secondary educational opportunities.
 - Prepare for unsubsidized employment in appropriate cases.
 - Provide effective connections to intermediaries with strong links to the job market, local and regional employers.
 - Provide referrals and connections to Vocational Rehabilitation where appropriate.
 - WIOA youths, aged 18-24 may also be eligible for services supported through WIOA Adult or Dislocated Worker funds. The Contractor shall make the appropriate referrals to allow the youth 18-24 to access appropriate services through the NH Works Centers or other WIOA supported options.
 - Provide a minimum of two visits per month per follow-up to the local One-Stop Center to learn the resources and tools available to all NH residents.

- 5. Upon request, a representative of the Contract shall attend scheduled Administrator meetings in order to address training and program issues.

Reporting:

A final annual cumulative report shall be submitted to the NH Department of Education and shall include:

- The number of participants served, the services provided, the outcomes achieved, the weaknesses and strengths of the services, and the placement status of those completing the program.
- Program income report identifying income and expenditures.

EXHIBIT B
Estimated Budget: Limitation on Price: Payment

Estimated Budget:

	Merrimack Valley High School	Manchester Out of School Youth
Staff Salaries/Wages	\$ 7,500.00	\$ 7,500.00
Fringe Benefits	700.00	700.00
Travel/Transportation	300.00	300.00
Communications	100.00	100.00
Expendable Supplies	200.00	200.00
Insurance	500.00	500.00
Support Services	700.00	700.00
TOTALS	\$10,000.00	\$10,000.00

1. 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.
2. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: 17.259 WIOA Youth Activities-States for the purpose of the delivery of WIOA services to eligible individuals.
3. A final payment request shall be submitted no later than forty-five (45) days after the contract ends.
4. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and ensure that documentation is available for review by authorized DOE staff

Limitation of Price:

This contract will not exceed \$ 20,000.00 in FY18 funds. Funds are contingent on 1) federal funding from the US Department of Labor (DOL); 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. Twenty percent (20%) of the expended budget must be spent on Work-Based Learning Activities, which may include a Summer Youth Program.

Method of Payment:

Monthly advance payments may be made for each month of the contract year. 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. Reconciliation and Accrual reports are due no later than the 10th of the month following the expenditure. 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.

Source of Funds:

Funds to support this request are available in FY 2018 in the account entitled Youth Title I-WIA:

	<u>FY 2018</u>
06-56-56-565010-40950000-102-500731 Contracts for Program Services	\$20,000.00

Contractor Initials JMA
Date 9/21/17

EXHIBIT C

Special Provisions

1. The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:
 - a. OMB Circular A-110 – “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.”
Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
2. 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, counselors, or any other source.
 - b. Without the permission of the WIOA 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.

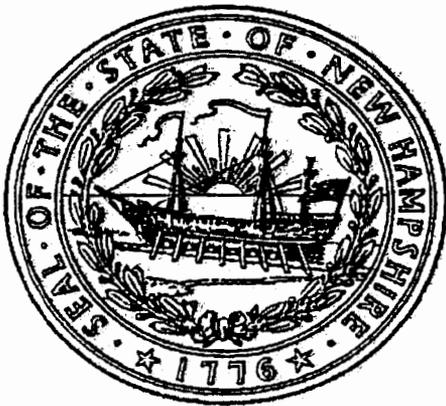
State of New Hampshire

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 registered to transact business in New Hampshire on January 20, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 335540



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Elena Preston, 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 September 18, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

“To authorize Janet Arnett, Executive Director of NH-JAG, to negotiate and sign a contract with the Department of Education as related to funds received from the Workforce Innovation and Opportunity Act Grant for purpose of funding NH-JAG Programs for the dates of July 1, 2017 through June 30, 2018.”

- (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 October 25, 2013;
- (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:

Dr. Susan Huard	Chairwoman
Richard Morin	Vice Chairman
Janet Arnett	Executive Director
David Plante	Treasurer
Elena Preston	Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 22 day of September, 2017

(Corporate Seal if any)

Elena Preston
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 9/22/17, 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.

Sheila Sarabia
Notary Public
My Commission expires: My Commission Expires January 27, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

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).

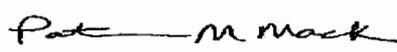
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Markel</td> <td></td> </tr> <tr> <td>INSURER B Travelers Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER C Philadelphia Insurance Co</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Markel		INSURER B Travelers Indemnity Co		INSURER C Philadelphia Insurance Co		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A Markel															
INSURER B Travelers Indemnity Co															
INSURER C Philadelphia Insurance Co															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 2017 Cert	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HUP1794-01	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HUP1794-01	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6JUB5B94057-5-176	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Liability			PHSD1251060	7/1/2017	7/1/2018	Aggregate Limit \$500,000 Deductible \$5,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Education 21 S Fruit St, Ste 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 
--	--

NEW HAMPSHIRE JAG
STATEMENT OF FINANCIAL POSITION
June 30, 2016

ASSETS

CURRENT ASSETS:	
Cash	\$ 191,174
Accounts receivable	35,973
Unconditional promises to give	27,325
Prepaid expenses	5,958
TOTAL CURRENT ASSETS	<u>260,430</u>
PROPERTY AND EQUIPMENT:	
Furniture and equipment	12,253
Less accumulated depreciation	<u>(12,253)</u>
PROPERTY AND EQUIPMENT, NET	<u>-</u>
TOTAL ASSETS	<u>\$ 260,430</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:	
Accounts payable	\$ 2,855
Accrued expenses	<u>25,927</u>
TOTAL CURRENT LIABILITIES	<u>28,782</u>
NET ASSETS:	
Temporarily restricted	129,462
Unrestricted	<u>102,186</u>
TOTAL NET ASSETS	<u>231,648</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 260,430</u>

NEW HAMPSHIRE JAG
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2016

CHANGES IN UNRESTRICTED NET ASSETS:

REVENUE AND SUPPORT:

Fees and grants from governmental agencies	\$ 631,812
Contributions	3,122
Interest	164
In-kind donations	178,178
Fundraising events	60,410
Other revenue	12
TOTAL UNRESTRICTED REVENUES	<u>873,698</u>

NET ASSETS RELEASED FROM RESTRICTIONS:

Satisfaction of donor restrictions	357,192
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>357,192</u>
TOTAL UNRESTRICTED REVENUES AND SUPPORT	<u>1,230,890</u>

EXPENSES:

PROGRAM SERVICES:

Workforce Investment Act Program	715,694
Employment and Education Advancement	40,502
Dropout Prevention Alternative Education	258,518
Middle School Program	42,629
TOTAL PROGRAM SERVICES	<u>1,057,343</u>

SUPPORTING SERVICES:

General administration	196,268
Fundraising	9,215
TOTAL SUPPORTING SERVICES	<u>205,483</u>
TOTAL EXPENSES	<u>1,262,826</u>

TOTAL (DECREASE) IN UNRESTRICTED NET ASSETS (31,936)

CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:

Contributions	385,090
Net assets released from restrictions	<u>(357,192)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>27,898</u>

CHANGE IN NET ASSETS (4,038)

NET ASSETS, JULY 1 235,686

NET ASSETS, JUNE 30 \$ 231,648

NH-JAG BOARD OF DIRECTORS – All Volunteer Positions

Revised 5/22/17

<p>Andrea Alley Manchester School District 195 McGregor St. Suite 201 Manchester, NH</p> <p>Start Date: 2016</p> <p>Patrick Dufly</p>	<p>Brandon Ambrose</p> <p>Start Date: 2015</p> <p>Marc Geaumont</p>	<p>Honorable Norman Champagne Manchester District Court (retired) Manchester, NH</p> <p>Start Date: 2000</p> <p>James D. Helm</p>	<p>Jamison Clouthier</p> <p>Start Date: 2013</p> <p>Dr. Susan Huard, President</p> <p style="text-align: right;">Chair</p>
<p>Start Date: 2004</p> <p>Jennifer L. Landon</p> <p>Start Date: 2016</p> <p>Carrie Poole</p> <p>Start Date: 2015</p> <p>Senator Lou D'Allesandro (Honorary Director)</p>	<p>Start Date: 2015</p> <p>Richard Morin</p> <p>Start Date: 2004</p> <p>Elena Preston</p> <p>Start Date: 2014</p> <p>Former Senator Molly Kelly (Honorary Director)</p>	<p>Start Date: 2005</p> <p>Jarrett Mucci</p> <p>Start Date: 2017</p> <p>Robert Stephen</p> <p>Start Date: 2000</p> <p>Former Senator Bob Odell (Honorary Director)</p>	<p>Start Date: 2011</p> <p>David Plante, CPA</p> <p>Start Date: 2013</p> <p>Andrew York</p> <p>Start Date: 2016</p> <p>Bishop Jason Sanderson (Honorary Director)</p>

PROGRAM PERSONNEL	Salaries	Fringe Benefits	Total	Percent of time on this contract site
Merrimack Valley High School Program Specialist	\$7,500	\$700	\$8,200	100%
Manchester Out of School Youth Program Specialist	7,500	700	8,200	100%
Total	\$15,000	\$1,400	\$16,400	

Janet M. Arnett

jarnett@nh-jag.org

Executive Director: New Hampshire Jobs for America's Graduates

Responsible for the overall leadership and management of the organization and systems and people that are essential in operating program applications that are based on the JAG model. Well versed in the delivery of a national model emphasizing pre-employability skill building and workforce development. Experienced WIOA Youth site manager, successfully implementing federally funded employment training program at multiple locations. Advocates and works collaboratively with public and private community leaders, employers, school administrators and other service providers.

Experience

2006 to July 2017 New Hampshire – Jobs for America's Graduates Manchester, NH

Program Manager

Responsible for implementation of national Jobs for America's Graduates (JAG) model at multiple sites across New Hampshire including direct supervision, staff recruitment, training and evaluations to meet funding requirements and performance standards.

- Coordination of all operations of middle school, high school and alternative education programs including oversight, documentation, data gathering and grant reporting.
- Expert knowledge of both NH Eteams (WIOA) and JAG E-NDMS data systems ensuring accuracy to meet federal and state requirements.
- Instrumental in establishing the Appalachian Mountain Club/NH-JAG summer trails program at Berlin HS which later expanded to Woodsville HS.
- Program design and implementation of federally funded (WIA) ARRA Summer Youth Employment Program – summer 2009.
- Regular attendance at state and national trainings and conferences including JAG National Training Seminars (2006,2011), JAG Management Development Institute, NHMEP conference: Pathways to Success, Connecting Manufacturing to Education and annual NHWORKS and Shared Youth Vision conferences.
- Provided leadership in implementing new dropout prevention programs including successful grant writing and budget management.
- Coordinated groups of Specialists and students attending NH State Senate hearings in support of Senate Bill 18.
- Presenter: Governor's Summit on High School Graduation 2009.

2004 to 2006 Concord Regional Technology Center Concord, NH

Educational Assistant

- Provided technical assistance to chef instructor of comprehensive culinary arts program for high school juniors and seniors working toward continuous improvement of career focused program.

2003 to 2004 Mountain View Grand Resort & Spa Whitefield, NH

Training Manager

- Successfully implemented a company-wide structure and training plan to develop more than 100 employees during MVG's grand opening year.

Janet M. Arnett

Additional Experience

- Advisory Board Member: **Concord Regional Technology Center** Culinary Arts program
- **Skills USA**: Member and NH culinary competition judge
- **Sugar River Valley Regional Technical Center**, Claremont, NH: Adult learning center course design and implementation in culinary arts

Education

Bachelor of Science – **Human Resources and Training**, *Summa Cum Laude* 2002
Granite State College, University System of New Hampshire

Associate of Science – **Culinary Arts**, *Cum Laude* 1982
Johnson & Wales University, Providence, Rhode Island

Numerous liberal arts and social science course credits
University of Vermont, Burlington, Vermont

New Hampshire Jobs for America's Graduates

Job Description

WIOA Youth Program Follow up Specialist

General Purpose: To assist and provide direct follow-up services to recent program participants. Services to include placement assistance, post-secondary education/training guidance, continuous barrier resolution and linkages to social services.

Duties:

- Contact each follow up student and schedule meetings as needed
- Maintain consistent entries, tracking and reporting in NH Eteams system
- Provide assistance with job development, guidance and counseling and support services as needed

Contact each follow up student and work consistently to provide services in order to assist them in advancing to better jobs or attending school and/or training. A weekly contact will be conducted with students not in a positive situation in order to reverse a negative pattern. Provide guidance and counseling that promotes personal development, maturity and continued success in school and/or work.

Maintain entries in NH Eteams data system including follow up notes, supportive service documentation and post exit screen entries. Ensure that quarterly entries are complete for each student in accordance with WIOA reporting and tracking

Offer Follow up services to exited students to provide support and guidance in order to facilitate sustained employment and post program school and training success.

Reports to: Executive Director