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



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

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

May 16, 2016

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with New Hampshire Project Learning Tree, Concord, NH (vendor code 158239), in an amount not to exceed \$85,779.00, effective for the period of July 1, 2016 through June 30, 2017, to implement the Mathematics and Science Partnership Project entitled *Building Vertical Science Literacy Through Environmental Themes and Field Investigations*. This contract was originally approved by Governor and Council on October 29, 2014 (Item #50) and again on October 7, 2015 (Item #55). **100% Federal Funds**

Funds are available in the following account titled Mathematics and Science Partnership:

06-56-56-562010-75400000-102-500731 – Mathematics and Science Partnership FY 17 \$85,779.00

EXPLANATION

This request is **sole source** due to the fact the original contract intended to request a renewal option for two (2) years. The request was included in the original Governor and Council letter but was omitted from Exhibit C.

New Hampshire Project Learning Tree was contracted to integrate inquiry based field investigations and environmental themed science content into districts' science curriculums while increasing teacher science content knowledge and skills relating to ecological literacy and field investigations (specifically ecosystems and habitats).

New Hampshire Project Learning Tree, through its collaboration with, and support from, five (5) prominent national environmental curriculum programs - Project Learning Tree, Project WET, Project WILD, Project HOME,

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and the GLOBE Program – will continue to manage the *Building Vertical Science Literacy MSP* project which has thus far impacted over a hundred New Hampshire teachers. New Hampshire Project Learning Tree will continue to provide professional development to teachers statewide in order to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will affect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The New Hampshire State Department of Education is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

New Hampshire Project Learning Tree will meet all federal reporting requirements.

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

Respectfully submitted,

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

VMB:de

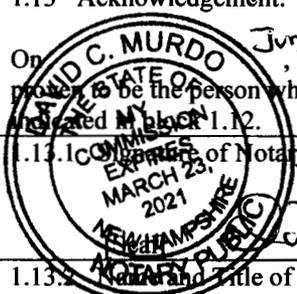
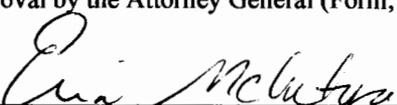
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 NH Project Learning Tree		1.4 Contractor Address 54 Portsmouth Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-0160	1.6 Account Number 10-75400000-102-550731 <sup>SL</sup> <span style="font-size: 1.5em; font-weight: bold;">500731</span>	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$85,779.00
1.9 Contracting Officer for State Agency Paul Leather, Deputy commissioner		1.10 State Agency Telephone Number 603-271-3801	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Shuan Legueux, Co-Chair	
1.13 Acknowledgement: State of NH, County of Merrimack On June 2, 2016, 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 Commissioner of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace David C. Murdo			
1.14 State Agency Signature X Virginia M. Barry Date: 6/6/16		1.15 Name and Title of State Agency Signatory VIRGINIA M. BARRY, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/16			
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.

Contractor Initials SL  
Date 6/2

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**

NH Project Learning Tree will provide the following services to the NH Department of Education for the period of July 1, 2016 until June 30, 2017 (Year Three) of a three year project:

- Contractor will train, advise and support 32 science teachers from grades K-8 for five school districts, Sanborn Regional, Newport, Fremont, Deerfield Community School and Milton as well as a small private school to integrate inquiry based field investigations and environmental themed science content into the district's science curriculum, while increasing their own science content knowledge and skills related to ecological literacy and field investigations.
- Contractor will build the capacity of participating schools to transform their teaching practices such that they build vertical science literacy (as envisioned in the NH Frameworks for Science Literacy) for all students in grades K-8 through environmental topics and field investigations.
- Contractor will create and identify core common science experiences for students in grades K-8 that allow for skills and content knowledge to be built as students progress from elementary to middle school within the school districts.
- Contractor will advise and support these teachers as they use *Scope and Sequence for Science Literacy* to reorient science teaching at their schools regarding the value of scientific field investigations, long-term data and environmental literacy principles in meeting state and national academic standards and in raising student interest in Science, Technology, Engineering and Mathematics.
- Contractor will host an intensive summer session in late June to allow teachers to experience the process of gaining science literacy through environmental themes and field investigations. This year's workshop will focus on water and watersheds and will include scientific content knowledge, NH data sets, collection and analysis skills, and the process for implementing field investigation as outlined in the scope and sequence for science literacy and based on the grade spans used in the *NH Science Literacy Frameworks*.
- Contractor will conduct one additional professional development workshop for 20 additional teachers per district. This will introduce additional teachers to field investigations and provide materials from the projects involved.
- Contractor will maintain ongoing communication with teachers through electronic communication, school visits and other activities.
- Contractor will work with an outside evaluator who will provide program evaluation including case studies from the participating teachers.
- Contractor will coordinate all activities the NH Education and Environment Team, whose members include NH Department of Environmental Services (Project WET) NH Fish and Game Department (Projects HOME and WILD), the USA GLOBE program (University of New Hampshire) and the USDA Forest Service (Conservation Education Program).
- Contractor will submit quarterly activity reports and financial invoices in a timely manner.
- Contractor will meet with Department staff as needed/requested.

Contractor initials SL  
Date 6/2

- Contractor will inform Department of all scheduled project activities in advance in order for Project Manager to attend activities as often as possible.
- Contractor will complete the US DOE Annual Performance Reporting form online at annual intervals and at completion of project.
- Contractor will provide copies of all project materials to the Department.

Contractor Initials SL  
Date 6/2

**Exhibit B  
Budget**

Expenditure Line Items	FY 17 July 1 2016 – Jun 30, 2017
Salaries and wages (directly related to services)	19,600.00
Employee Benefits	3,800.00
Instate travel	0
Out of state travel	0
Materials and supplies	15,000.00
Consultants and contracts	17,800.00
Teacher stipends and substitute reimbursements	16,225.00
Equipment	0
Other (facilities & equipment rental, printing, etc.)	7000.00
<b>Subtotal</b>	<b>79,425.00</b>
Indirect cost (8% of direct cost only)	6,354.00
<b>Project Total</b>	<b>85,779.00</b>

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$85,779.00.

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Jiffi Rainie, MSP Program Specialist  
Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials SL  
Date 6/2

**Exhibit C**

No modifications, additions or deletions are needed to the General Provisions Form P-37.

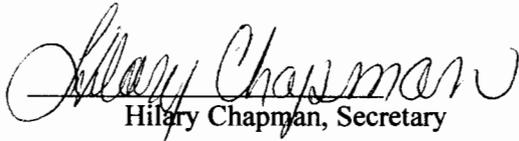
Contractor Initials SL  
Date 6/2

**CERTIFICATE OF AUTHORITY**

I, Hilary Chapman, Secretary of the board of New Hampshire Project Learning Tree, do hereby certify that:

- 1) I maintain and have custody of and am familiar with the minute books of the association;
- 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 resolution adopted by the board of directors of the association at a meeting that board on June 2, 2016 which meeting was held in accordance with the law of the state of incorporation and the by-laws of the association;
- 4) The foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) The following person lawfully occupy the offices indicated below:  
Hilary Chapman, Secretary/Co-chair  
Shaun Legueux, Treasurer/Co-chair

IN WITNESSS WHEREOF, I have hereunto set my hand as the Secretary of the association this 2 day of June, 2016

  
Hilary Chapman, Secretary

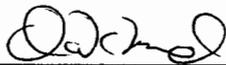
STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On June 2, 2016 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/ Clerk of the association identified in the foregoing certificate and acknowledge that she/he executed the forgoing certificate.

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



  
Notary Public/Justice of the Peace

**RESOLUTION**

Be it resolved that the Board of Directors authorizes, Shaun Lequeux, Co-Chairperson and Treasurer of New Hampshire Project Learning Tree to sign all agreements required to execute a contract with the New Hampshire Department of Education for a Math Science Partnership Grant for FY17.

Be it further resolved that NH Project Learning Tree-Shaun Legueux is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.

  
Hilary Chapman, Secretary

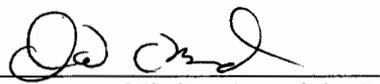
June 2, 2016  
Date

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On June 2, 2016 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/Clerk of the association identified in the foregoing certificate and acknowledge that she/he executed the forgoing certificate.

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

  
Notary Public/Justice of the Peace



**BYLAWS**  
**OF**  
**NEW HAMPSHIRE PROJECT LEARNING TREE**

**ARTICLE 1**  
**OFFICES**

**Section 1. Principal Office**

The principal office of the corporation is located at the Conservation Center, 54 Portsmouth Street, Concord, County of Merrimack, State of New Hampshire.

**Section 2. Change of Address**

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these Bylaws:

_____	Dated: _____, _____

**ARTICLE 2**  
**NONPROFIT PURPOSES**

**Section 1. IRC Section 501(c)(3) Purposes**

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

**Section 2. Specific Objectives and Purposes**

The exclusive objects for which the corporation is established are: to engage in forest and natural resource conservation education for New Hampshire students in grades K-12 in order to promote understanding and appreciation of the ecological, social and economic values of New Hampshire's natural resources; to stimulate critical and creative thinking; to develop the ability to make informed decisions on environmental issues; and to instill confidence and commitment to take responsible action on behalf of the environment.

The corporation shall not be a membership organization, but all programs and activities of the corporation shall be available to the public.

## **ARTICLE 3 DIRECTORS**

### **Section 1. Number of Directors**

The corporation shall have a minimum of 5 but no more than 20 directors, and collectively they shall be known as the Board of Directors.

### **Section 2. Composition of Board**

The Board of Directors shall, to the extent possible, be representative of a variety of constituents associated with the NHPLT program. These may include, but by no means be limited to, representatives of the Division of Forests & Lands, the U.S.D.A. Forest Service, forest or other natural resource-based industries or trade associations who support NHPLT, environmental organizations, the N.H. Department of Education, the University of New Hampshire or other NH institution of higher education, elementary and/or secondary teachers from different school districts, PLT trained facilitators, and other relevant stakeholders as deemed appropriate. Student representatives to the Board may be selected and serve as advisory, non-voting Board members. The Director of PLT's National Office shall serve as an *ex officio* and non-voting member of the Board.

### **Section 3. Powers**

Subject to the provisions of the laws of this state and any limitations in the Articles of Agreement and these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

### **Section 4. Duties**

It shall be the duty of the directors to:

1. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Agreement, or by these Bylaws;
2. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
3. Supervise all officers, agents and the Executive Director of the corporation to assure that their duties are performed properly;
4. Meet at such times and places as required by these Bylaws.

### **Section 5. Term of Office**

Each director shall hold office for a period of three years and until his or her successor is elected and qualifies. Directors may serve a maximum of three consecutive terms. Members serving as officers may serve until the completion of service as an officer, plus one additional year, but in no case shall the total duration of any director's continuous board service exceed eleven years. Student representatives serve as advisory non-voting members at the discretion of the board and are not bound by terms of office.

### **Section 6. Place of Meetings**

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such other place as may be designated from time to time by resolution of the Board of Directors.

### **Section 7. Regular Meetings**

Regular meetings of Directors shall be held at least quarterly.

#### **Section 8. Elections**

At the regular meeting of directors held in the fourth quarter of the year, directors shall be elected by the Board of Directors for the ensuing year. Each director shall cast one vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the board. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected to serve on the board.

#### **Section 9. Special Meetings**

Special meetings of the Board of Directors may be called by the Chairperson of the Board, the Vice-Chairperson, the Secretary, or by any two directors. Such meetings shall be held at the principal office of the corporation or, if different, at the place designated by the person or persons calling the special meeting.

#### **Section 10. Notice of Meetings**

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for regular or special meetings of the board of directors:

At least one week prior notice shall be given to each director of each regular or special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine, or by electronic mail, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting.

#### **Section 11. Quorum for Meetings**

A *quorum* shall consist of one-half of the members of the Board of Directors if there is an odd number of members and one-half plus one if there is an even number of members. Board members who participate in a meeting by telephone shall be counted when determining a *quorum*, as such participation by phone shall constitute a member's "presence" at a meeting. Neither *ex officio* nor advisory members may be counted when determining a *quorum*.

Except as otherwise provided under the Articles of Agreement, the Bylaws, or provisions of law, no business shall be considered by the board at any meeting at which the required *quorum* is not present, and the only motion the Chair shall entertain at such meeting is a motion to adjourn.

#### **Section 12. Majority Action as Board Action**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Agreement, these Bylaws, or provisions of law, including those of N.H. RSA 292, require a greater percentage or different voting rules for approval of a matter by the board.

#### **Section 13. Conduct of Meetings**

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, in his or her absence, the Vice-Chairperson or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

#### **Section 14. Vacancies**

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Any director may resign effective upon giving written notice to the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then

be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state.

Unless otherwise prohibited by the Articles of Agreement, these Bylaws or provisions of law, vacancies on the board may be filled by approval of the board of directors. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person may be elected to fill an unexpired term of a director who is no longer serving on the board. The balance of this unexpired term shall not count as one of the three consecutive terms that a director may serve.

#### **Section 15. Non-Liability of Directors**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### **Section 16. Indemnification by Corporation of Directors and Officers**

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

#### **Section 17. Insurance for Corporate Agents**

Except as may be otherwise provided under provisions of law, the Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

### **ARTICLE 4 OFFICERS**

#### **Section 1. Designation of Officers**

The officers of the corporation shall be a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer. The corporation may also have Assistant Secretaries, Assistant Treasurers, and other such officers with such titles and duties as may be determined from time to time by the Board of Directors.

#### **Section 2. Qualifications**

Any member of the Board of Directors may serve as officer of this corporation.

#### **Section 3. Election and Term of Office**

Officers shall be elected by the Board of Directors at the annual meeting of the corporation. Officers shall hold office for a term of one year and may serve a maximum of two consecutive terms per office. Each officer shall hold office until he or she fulfills the maximum term of office, resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

#### **Section 4. Removal and Resignation**

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. Vacancies**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors, except a vacancy in the office of Chairperson, which shall be filled by the Vice-Chairperson.

**Section 6. Duties of Chairperson**

The Chairperson shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties as may be required by law, by the Articles of Agreement, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. The Chairperson shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Agreement, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors. The Chairperson shall also serve as an *ex officio* member of all committees, and participate in fundraising activities, especially donor visits.

**Section 7. Duties of Vice-Chairperson**

In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice-Chairperson shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Agreement, or by these Bylaws, or as may be prescribed by the Board of Directors.

**Section 8. Duties of Secretary**

The Secretary shall perform or delegate to the Executive Director or other officer, all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Agreement, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

**Section 9. Duties of Treasurer**

The Treasurer shall perform or delegate to the Executive Director or other officer, all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Agreement of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

**ARTICLE 5  
DUTIES OF EXECUTIVE DIRECTOR**

**Section 1. Executive Director**

The Board of Directors shall select, employ, and discharge the Executive Director, who shall be its direct representative in the management of the organization.

**ARTICLE 6  
COMMITTEES**

**Section 1. Committees**

Committees shall be appointed by the Chair of the Board of Directors with the advice and consent of the Board, except for the Executive Committee, which is appointed by the full Board of Directors. Staff and non-Board

members may meet with the committees. Committees shall meet as determined by the committee chairperson and shall maintain minutes of all meetings, which will be made available to the Board of Directors. Non-board members may be selected to serve on committees by committee chairs, subject to the approval of the Board Chair.

#### **Section 2. Executive Committee**

The Executive Committee shall be composed of the Chairperson, Vice-Chairperson, Secretary, Treasurer, and one at-large board member, who is elected by the Board of Directors. The Board Chair shall chair the Committee. The Committee shall possess the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and except as may otherwise be provided, by provisions of law.

#### **Section 3. Program Committee**

The Program Committee shall be composed of no less than five members. Its membership shall consist of at least three present members of the Board of Directors, one of which will serve as the Chair. It is desirable that the Committee consists of at least two educators. The Committee will work with the staff to support the mission of NHPLT as stated in the Program Committee Charter.

#### **Section 4. Development Committee**

The Development Committee shall be composed of no less than three members. Its membership shall consist of at least two present members of the Board of Directors, one of which will serve as the Chair. The Committee will help foster financial stability for NHPLT through donor growth, diversification, and retention as well as by seeking underwriting through sponsorships for educational programs, training and the annual meeting. The Committee shall also take responsibility for the creation of an NHPLT endowment. Once established, the management and oversight of that endowment shall be the responsibility of the Finance Committee (see below).

#### **Section 5. Governance Committee**

The Governance Committee shall be composed of no less than three members, all of which shall be present or past members of the Board of Directors. The Vice-Chair of the board shall chair the Committee. The Committee will be charged with crafting bylaws changes when necessary, compiling and drafting Board policies as requested by the Board Chair, and serving as a Nominating Committee for the Board of Directors. In addition, the Committee will provide on-going education to Board members on a variety of trustee and non-profit organizational topics.

#### **Section 6. Finance Committee**

The Finance Committee shall be composed of no less than three members. Its membership shall consist of present or former members of the Board. It is desirable that members have a strong background in accounting, finance or business. The Treasurer shall chair the Committee. The Finance Committee will coordinate the Board's financial oversight responsibilities. It shall be responsible for the planning, monitoring and evaluation of NH PLT's financial management; management and oversight of funds, risks and insurance; and for the investment and reinvestment of the assets of NH PLT, together with the Executive Director, in accordance with policies established. One member of the Finance Committee and a non-Board member selected by the Finance Committee shall provide an annual review of NH PLT's fiscal operations, management, and condition and shall present the results of their review to the Finance Committee.

(The following language will replace the previous sentence if/when NHPLT grows enough to require an annual audit): The Finance Committee will supervise the annual audit of NHPLT including being a part of the selection process and reviewing the terms of engagement. The Committee will meet annually with the auditor to review accounting practices and recommendations that the auditor might have and report this to the entire Board.

## **ARTICLE 7 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

#### **Section 1. Execution of Instruments**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

#### **Section 2. Checks and Notes**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer of the corporation, or his or her designee.

#### **Section 3. Deposits**

All funds of the corporation shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### **Section 4. Gifts**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the nonprofit purposes of this corporation.

### **ARTICLE 8 CORPORATE RECORDS AND REPORTS**

#### **Section 1. Maintenance of Corporate Records**

The corporation shall keep at its principal office:

1. Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
2. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
3. A copy of the corporation's Articles of Agreement and Bylaws.

#### **Section 2. Directors' Inspection Rights**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

### **ARTICLE 9 IRC 501(C)(3) TAX EXEMPTION PROVISIONS**

#### **Section 1. Limitations on Activities**

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation [except as otherwise provided by Section 501(h) of the Internal Revenue Code], and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

#### **Section 2. Prohibition Against Private Inurement**

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation, subject to limitations and conditions of N.H. RSA 292.

#### **Section 3. Distribution of Assets**

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 510(c)(3) of the Internal Revenue Code or shall be distributed to the federal government or to a state or local government for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of the state.

### **ARTICLE 10 AMENDMENT OF BYLAWS**

#### **Section 1. Amendment**

Except as may otherwise be specified under provisions of law, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by majority vote of all Directors serving at that time. Copies of any proposed Bylaws amendments shall be circulated to all directors at least one week prior to the meeting where approval of the changes will be voted upon.

### **ARTICLE 11 CONSTRUCTION AND TERMS**

#### **Section 1. Construction and Terms**

If there is any conflict between the provisions of these Bylaws and the Articles of Agreement of this corporation, the provisions of the Articles of Agreement shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Agreement shall be to the Articles of Agreement filed with an office of the Secretary of State of New Hampshire and used to establish the legal existence of this corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

*First adopted October 2, 1996.*

*Revised November 11, 1997.*

*Revised January 9, 2003.*

*Revised February 12, 2004.*

*Revised November 2, 2006*

*Revised November 1, 2007.*



**New Hampshire Project Learning Tree  
Board of Directors  
May 2016**

**Mary Ann Melizzi-Golja**  
Nashua Board of Alderman  
2 Amble Rd.  
Nashua, NH 03062  
Phone: 888-9765 home  
Phone: 321-6140 cell  
Email: [melizzigolja@gmail.com](mailto:melizzigolja@gmail.com)  
Represents: At large  
Term expires: 2018

**Wendy Weisinger**  
Society for the Protection of NH  
Forests  
334B Academy Road  
Pembroke, NH 03275  
Phone: 731-6222 (c)  
Phone: 224-9945 (w)  
Email: [wweisinger@forestsociety.com](mailto:wweisinger@forestsociety.com)  
Represents: Forestry  
Term expires: 2017 (eligible to 2024)

**Alicia Carlson**  
UNH Cooperative Extension  
210 Nesmith Hall  
131 Main Street  
Durham, NH 03824-3599  
Phone: 862- 3883(w)  
E-mail: [Alicia.carlson@unh.edu](mailto:Alicia.carlson@unh.edu)  
Represents: UNH  
Term expires: 2016 (eligible to 2023)

**Nick Babladelis**  
St. Paul School  
325 Pleasant Street  
Concord, NH 03301-2591  
Phone: 229-8423 (w)  
Phone: 225-2369  
Email: [nbabladelis@sps.edu](mailto:nbabladelis@sps.edu)  
Represents: At large  
Term Expires: 2019(eligible to 2025)

**Hilary Chapman, Secretary-Co-chair**  
NH Audubon  
283 Gould Hill Road  
Contoocook, NH 03229  
Phone: 746-2432  
Email: [hachapman@comcast.net](mailto:hachapman@comcast.net)  
Represents: Environmental Educators  
Term Expires: 2016 (eligible to 2023)

**Shaun Lagueux, Treasurer-Co-chair**  
New England Forestry Consultants  
70 Overlook Drive  
Bristol, NH 03222  
Phone: 481-2549  
Email: [shaunlagueux@gmail.com](mailto:shaunlagueux@gmail.com)  
Represents: Forest Industry  
Term Expires: 2016 (eligible to 2023)

**Carol Foley**  
79 Bearly-A Road  
Holderness, NH 03245  
Phone: 536-4587  
Phone: 960-0209(text only)  
Email: [lkandmtn@yahoo.com](mailto:lkandmtn@yahoo.com)  
Represents: Teachers  
Term Expires: 2017(eligible to 2024)

**Steven Whitley**  
Mitchell Municipal Group  
59 Turnberry Lane  
Hopkinton, NH 03229  
Phone: (w) 524-3885  
Phone: (c) 802-249-8423  
E-mail:  
[steven@mitchellmunigroup.com](mailto:steven@mitchellmunigroup.com)  
Represents: Legal  
Term expires: 2016 (eligible to 2018)

**Scott Rolfe**  
NH Division of Forests and Lands  
Pembroke Road,  
Concord, NH 03301  
Phone: 227-8735 (w)  
Email: [scott.rolfe@dred.nh.gov](mailto:scott.rolfe@dred.nh.gov)  
Represents: Forest Management  
Term expires: 2016 (eligible to 2025)

**Amey Bailey**  
US Forest Service  
Hubbard Brook Forest Experiment  
Station  
234 Mirror Lake Road  
North Woodstock, NH 03262  
Phone: 726-8902  
Email: [ameybailey@fs.fed.us](mailto:ameybailey@fs.fed.us)  
Represents: Research  
Term Expires 2019 (eligible 2025)

**Ex Officio**  
**Kathy McGlaufflin**  
Project Learning Tree  
1111 19th Street, NW  
Suite 780  
Washington, DC 20036  
Phone: 202-463-2462 (w)  
Fax: 202-463-2461  
E-mail: [kmcglaufflin@plt.org](mailto:kmcglaufflin@plt.org)  
Represents: National PLT  
Term expires: *Ex officio* member

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROJECT LEARNING TREE is a New Hampshire nonprofit corporation formed September 18, 1996. 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 5<sup>th</sup> day of May A.D. 2016



William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2016

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack	
	<b>PHONE (A/C, No, Ext):</b> (603) 293-2791	<b>FAX (A/C, No):</b> (603) 293-7188
<b>E-MAIL ADDRESS:</b> pat@esinsurance.com		
<b>INSURED</b> NH Project Learning Tree 54 Portsmouth Street Concord NH 03301-5022	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great American Ins Group	
	<b>INSURER B:</b> Hartford Casualty Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b> 29424		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2015 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	9/9/2015	9/9/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	9/9/2015	9/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	7/4/2015	7/4/2016	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> douglas.earick@doe.nh.gov  New Hampshire Dept of Education Attn: Doug Earick 101 Pleasant Street Concord, NH 03301-3493	<b>CANCELLATION</b> 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 <i>Pat Mack</i>
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# CURRICULUM VITAE

JUDITH KAY (ANDERSON) SILVERBERG PhD

## EDUCATION

University of New Hampshire, Durham, New Hampshire, PhD. Natural Resources, Wildlife Ecology and Human Dimensions, December 2000  
University of Wisconsin, Madison, Wisconsin, M.S., Continuing and Vocational Education emphasis Environmental Education, May 1975  
University of Wisconsin, Madison, Wisconsin, B.S. Wildlife Ecology, May 1974  
Graduated with Honors

## EXPERIENCE

Environmental Education Strategies LLC, Principal, September 2012 to present  
New Hampshire Project Learning Tree, Coordinator, December 2012 to present  
New Hampshire Fish and Game Department, Concord, New Hampshire, Wildlife Education Programs Supervisor, November 1985-September 2012.  
Northeast Interpretation, Bow, New Hampshire, Principal, August 1980- present  
UNH Cooperative Extension Service, Pine Island 4-H Center, Manchester, New Hampshire, January 1983-1984 ( part-time), July 1984-November 1985 ( full time),  
New Hampshire Division of Parks and Recreation, Concord, New Hampshire, Parks Naturalist, August 1979-August 1981.  
Connecticut Department of Environmental Protection, Region II, Resource Management Assistant, February 1977-August 1979  
West Rock Nature Center, New Haven, Connecticut, Naturalist, September 1975-January 1977  
Camp Hubinger, New Haven, Connecticut, Nature Director, Summer 1975-1976.  
University of Wisconsin Arboretum, Madison, Wisconsin, Intern Naturalist, September 1974-January 1975

## PROFESSIONAL ASSOCIATIONS

The Wildlife Society  
National Association for Interpretation  
North American Association for Environmental Education  
New England Environmental Education Alliance- Board Member-Secretary 1982-1990, Conference  
New Hampshire Environmental Educators- Chairman 1980-1986, member 2004-present  
Northeast Conservation Information and Education Association-Treasurer  
1989-1992

## **SKILL AREAS**

### **Administrative**

Goal and Objective development for comprehensive programs  
Programmatic budget development and monitoring  
Strategic planning  
Evaluation of projects, program components and agency programs.  
Coordinate interagency projects of state and regional concerns.  
Grant preparation  
Plan, develop and implement statewide programs  
Conduct surveys and analysis for program development  
Development of program policies

### **Personnel Management**

Recruitment, selection and supervision of seasonal and year round staff members  
Development of performance standards and job evaluation methods  
Recruit, train and maintain volunteer staff for direct and indirect programs

### **Curriculum and Program development**

Curriculum correlation with education standards  
Development of wildlife education curriculum materials  
Plan and conduct a wide variety of workshops on wildlife, wildlife management and species conservation  
Development of training programs for formal and non-formal educators

### **Research**

Research and survey design  
Collection of biological and sociological data  
Analysis of data using Excel and SPSS  
Report writing based upon findings.

### **Communication**

Write six regular features per year for New Hampshire Wildlife Journal  
Brochure writing  
Exhibit design from concept to completion  
Interpretive text writing  
Nature trail design and development  
Slide show and power point presentation development  
Photography  
Public speaking for group from two to five hundred  
Meeting facilitation

### **NATIONAL COMMITTEE WORK**

Serve as Principal Investigator on Multi-state grant titled North American Conservation Education Strategy for Association of Fish and Wildlife Agencies  
January 2009 – 2012  
Member of the Federal Advisory Committee on the 21<sup>st</sup> Century Conservation Service Corps for the US Department of Interior

## AWARDS

New England Environmental Education Alliance Award for contributions in Environmental Education 1990  
Project WILD Director's Award for Excellence in Teaching 1991  
Howard I. Wagner Award for Outstanding Contributions in Science Education in New Hampshire- 1997  
New England Environmental Education Alliance Presidents Award for long term contributions in the field of environmental education -2003  
The Wildlife Society ( Northeast Section) John Pearce Memorial Award for accomplishments in environmental education-2007  
The Northeast Conservation Information and Education Association Conservation Communicator of the Year for outstanding achievement, service and dedication to Conservation Education -2009

## TEACHING EXPERIENCE

Adjunct instructor, Plymouth State University, 2005-present, Summer Teacher Institute  
Instructor, Open NH, NH Department of Education, 2010-present  
Instructor, Southern NH University, 2013  
Instructor, Granite State College (formerly College for Lifelong Learning, University of New Hampshire 2001- 2010  
Instructor, Antioch New England Graduate School, Fall 2005, 2006- Environmental Education Methods-Interpretation  
Field instructor for independent study students from Granite State College, Unity College, University of New Hampshire, Plymouth State College and Antioch New England various years  
Interpreter Training Institute, founder and instructor 1978- present.  
Guest lecturer at a variety of colleges including, Plymouth State College, Notre Dame, University of New Hampshire, New Hampshire Technical Institute-Nashua, Antioch New England, College for Life Long Learning  
Wildlife Management Institute for Teachers, 2 graduate credits, Plymouth State College 1992 and 1993  
Wildlife Management Institute on Schoolyard Habitat for Teachers, 2 graduate credits, Plymouth State College Summer 1995  
Wildlife Management Institute on Biodiversity for Teachers, 2 graduate credits Plymouth State College Summer 1996  
Teacher Institute on Integrating Language Arts and Mathematics with Science, Summer 2003  
Wildlife Ecology 433 ( co-taught) 4 credits, University of New Hampshire Fall 1998

## CONFERENCE PRESENTATIONS

"Planning Aquatic Resources Education Programs", Northeast Fish and Wildlife Conference, April 1989, Boston, Massachusetts

- “Exhibit Planning Basics”, Northeast Fish and Wildlife Conference, April 1991, Portland, Maine
- “Exhibit Design and Text Writing”, National Watchable Wildlife Conference, October 1994, Burlington, Vermont
- “Using a Team Approach to Exhibit Design”, National Association For Interpretation Conference, November 1994, Cleveland, Ohio
- “Schoolyard Habitat Basics”, National Project WILD Conference, May 1995, Gulf Shores, Alabama
- “Characteristics, Motivations and Attitudes of Wildlife Viewers- Preliminary Results”, Northeast Fish and Wildlife Conference, April 1999, Manchester, New Hampshire
- “Impacts of Recreational Activities on Birds” Partners In Flight NH-VT Conference, April 1997, Fairlee, Vermont
- “Impacts of Wildlife Viewing- A Case Study of Dixville Notch, New Hampshire”, National Watchable Wildlife Conference, October 1999, Fort Meyers, Florida
- “Interpretive Writing”, National Watchable Wildlife Conference, September 2000, Casper, Wyoming
- “Integrating Biological and Sociological Data into Wildlife Viewing Management,” Northeast Recreational Research Symposium, April 2001, Lake George, New York
- “Impacts of Public Wildlife Viewing”, Northeast Fish and Wildlife Conference, April 2001, Saratoga Springs, New York
- “Integrating Biological and Sociological Data for Moose Viewing Management” Alces Conference, May 2001, Carrabassett Valley, Maine
- “Trials and Tribulations of Long Distance Learning”, Project WILD International Conference, St. Catherine’s, Ontario, Canada, June 2002
- “No Child Left Behind and It’s Implications for Project WILD”, Project WILD International Conference, Cocoa Beach, Florida, May 2003
- “Get Out-Wise Up-Creating The Next Generation of Conservation Stewards” Plenary Keynote, Northeast Fish and Wildlife Conference, April 2006, Burlington, Vermont.
- “Fish and Wildlife Conservation Education Strategy” North American Association of Environmental Education Conference- October 2009
- “Fish and Wildlife Conservation Education Strategy” Northeast Fish and Wildlife Conference- April 2010
- “The North American Conservation Education Strategy” The Wildlife Society Conference-October 2010
- “The North American Conservation Education Strategy” The Aquatic Resources Education Conference-October 2010
- “ The State of Conservation Education in North America” The Wildlife Society Conference-October 2011

## PUBLICATIONS/PAPERS

- “Naturalist Notebook”, New Hampshire Wildlife Journal ( bi-monthly publication of the New Hampshire Fish and Game Department) 1994-present.  
New Hampshire Wildlife Viewing Guide, Falcon Press, Helena, Montana, 1997.

- "Impact of Wildlife Viewing on Moose Use of A Roadside Salt Lick", Alces, Vol. 38  
2001.
- "Integrating Biological and Sociological Data into Wildlife Viewing Management,"  
Northeast Recreational Research Symposium Proceedings, April 2001.
- "Moose Responses To Wildlife Viewing and Traffic Stimuli", Alces, Vol. 40 2003.

### **VOLUNTEER EXPERIENCE**

Girls Scouts of Swift Water Council- Leader, Assistant Leader and Trainer, 1990- 2004  
Girl Scouts of the Green and White Mountains- Board Member  
Appalachian Mountain Club-NH Chapter, Various committees, excursions leader and  
trainer 1976-present

**References Available On Request**

## **Erin Hollingsworth**



### **EDUCATION**

Antioch New England Graduate School, Keene, NH; M.S. Environmental Education, 2001

University of New Hampshire, Durham, NH; B.S., Environmental Conservation with minor in Wildlife Management, 1996.

### **EXPERIENCE**

Gilmanton Elementary School, Gilmanton, NH; Teacher 2012-present

NH Project Learning Tree, Concord, NH; Education Provider, Jan 2007-present

NH Audubon Society, Laconia, NH; Naturalist Educator, 2005-2006. New England Wildflower Society, Framingham, MA; Naturalist Educator 2001-2005. MA Audubon, 2000-2001

Deerfield Community School, Deerfield, NH; Teacher Asst 8<sup>th</sup> grade science 1999-2000

### **PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, New England Environmental Education Alliance, North American Association for Environmental Education, National Science Teachers Association, NH Science Teachers Association.

### **AWARDS**

New England Environmental Education of the Year 2005

## Marilyn C. Wyzga

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### **EDUCATION**

NH Technical Institute, Landscape Design Certificate. Antioch New England Graduate School, M.S.T. Concentration in Environmental Communications, 1988. Colgate University, B.A. Interdisciplinary concentration in Humanities, awarded cum laude, 1983.

### **EXPERIENCE**

Cornucopia Project, Peterborough, NH; Teacher 2014-present. NH Project Learning Tree, Concord, NH; Educator 2014-present. NH Fish and Game Department, Concord, NH; Wildlife Educator/Exhibit Designer, 1991-2014. Feather's Edge Design, Hillsborough, NH; Exhibit Designer/Artist, 1986-present. Antioch New England Dance Center, Keene, NH; Performing Arts Instructor 1992-1998. Kearsarge Arts Theater, New London, NH; Theater Instructor 1996-1998. Monadnock Children's Museum, Keene, NH; Exhibit Designer/Program Assistant 1989-1991. Children's Performing Arts Center, Keene, NH; Executive Director, 1989-1991.

### **AWARDS**

Education Award for promoting native plants and landscapes through education programs, New England Wild flower Society, 2009. New England Environmental Education Alliance, Environmental Educator of the year 2009, Conservation Education Program Award for Project HOME schoolyard habitat program, 2007, The Wildlife Society Outstanding Environmental Education Program, 2002. New England Environmental Education Alliance 1999. 1<sup>st</sup> Place –Publications for the Homes for Wildlife Curriculum Guide, Association for Conservation Information

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



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

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

TV  
Item 55  
55

G+C Date  
Approved  
10/17/15

September 18, 2015

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

Retrospective  
Sole source

REQUESTED ACTION

1. Authorize the Department of Education to **retroactively** enter into a **sole source** contract with New Hampshire Project Learning Tree, Concord, NH (vendor code 158239), in an amount not to exceed \$53,125.00, effective for the period of July 1, 2015 through June 30, 2016, to implement the Mathematics and Science Partnership Project entitled *Building Vertical Science Literacy Through Environmental Themes and Field Investigations*. This contract was originally approved by Governor and Council on October 29, 2014 (Item #50). **100% Federal Funds**

Funds to support this request are anticipated to be available in the following account in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Mathematics and Science Partnership:

06-56-56-562010-32790000-102-500731 - Contracts for Program Services FY 16  
\$53,125.00

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one (1) additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

This request is **retroactive** due to the delayed confirmation of federal funds for the 2016 fiscal year, administrative delays around fiscal year end activities, and modification to paperwork in the processing of the contract documents and is, therefore, past the end date of the original contract. New Hampshire Project Learning Tree was contracted to integrate inquiry based field investigations and environmental themed science content into districts' science curriculums while increasing teacher science content knowledge and skills relating to ecological literacy and field investigations (specifically ecosystems and habitats).

This request is **sole source** due to the fact the original contract intended to request a renewal option for two (2) years. The request was included in the original Governor and Council letter but was omitted from Exhibit C.

New Hampshire Project Learning Tree, through its collaboration with, and support from, five (5) prominent national environmental curriculum programs - Project Learning Tree, Project WET, Project WILD, Project HOME,

Her Excellency, Governor Margaret Wood Hassan  
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and the GLOBE Program – will continue to manage the *Building Vertical Science Literacy MSP* project which has thus far impacted over a hundred New Hampshire teachers. New Hampshire Project Learning Tree will continue to provide professional development to teachers statewide in order to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will affect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The New Hampshire State Department of Education is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

New Hampshire Project Learning Tree will meet all federal reporting requirements.

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

Respectfully submitted,

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

VMB:jr

Subject: Mathematics and Science Partnership Project FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>NH Project Learning Tree</u>		1.4 Contractor Address <u>54 Portsmouth Street, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603-226-0160</u>	1.6 Account Number <u>10-32790000-102-500731</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$ 53,125</u>
1.9 Contracting Officer for State Agency <u>Paul Leather, Deputy Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-3801</u>	
1.11 Contractor Signature <u>X Patrick D. Hackley</u>		1.12 Name and Title of Contractor Signatory <u>X Patrick D. Hackley, Chair</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/18/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Sandra Curran</u> [Seal] <u>EXP. 3/28/2019</u>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Sandra Curran Notary</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D. 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) By: <u>[Signature]</u> On: <u>9/22/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials PDH  
Date 5/18/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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Date 5/18/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## Exhibit A Scope of Services

NH Project Learning Tree will provide the following services to the NH Department of Education for the period of July 1, 2015 until June 30, 2016 (Year Two) of a three year project:

- Contractor will train, advise and support 35 science teachers from grades K-8 for five school districts, Sanborn Regional, Newport, Fremont, Deerfield Community School and Milton as well as a small private school to integrate inquiry based field investigations and environmental themed science content into the district's science curriculum, while increasing their own science content knowledge and skills related to ecological literacy and field investigations.
- Contractor will build the capacity of participating schools to transform their teaching practices such that they build vertical science literacy (as envisioned in the NH Frameworks for Science Literacy) for all students in grades K-8 through environmental topics and field investigations.
- Contractor will create and identify core common science experiences for students in grades K-8 that allow for skills and content knowledge to be built as students progress from elementary to middle school within the school districts.
- Contractor will advise and support these teachers as they use *Scope and Sequence for Science Literacy* to reorient science teaching at their schools regarding the value of scientific field investigations, long-term data and environmental literacy principles in meeting state and national academic standards and in raising student interest in Science, Technology, Engineering and Mathematics.
- Contractor will host an intensive summer session in late June to allow teachers to experience the process of gaining science literacy through environmental themes and field investigations. This year's workshop will focus on water and watersheds and will include scientific content knowledge, NH data sets, collection and analysis skills, and the process for implementing field investigation as outlined in the scope and sequence for science literacy and based on the grade spans used in the *NH Science Literacy Frameworks*.
- Contractor will maintain ongoing communication with teachers through electronic communication, school visits and other activities.
- Contractor will coordinate all activities with Doug Earick (Plymouth State University) and the NH Education and Environment Team, whose members include NH Department of Environmental Services (Project WET) NH Fish and Game Department (Projects HOME and WILD), the GLOBE program of North Country Educational Services, and the USDA Forest Service (Conservation Education Program).
- Contractor will submit quarterly activity reports and financial invoices in a timely manner.
- Contractor will meet with Department staff as needed/requested.
- Contractor will inform Department of all scheduled project activities in advance in order for Project Manager to attend activities as often as possible.

Contractor Initials PDH  
Date 5/18/15

- Contractor will complete the US DOE Annual Performance Reporting form online at annual intervals and at completion of project.
- Contractor will provide copies of all project materials to the Department.

Contractor Initials PDH  
Date 5/18/15

**Exhibit B  
Budget**

Expenditure Line Items	FY 16 July 1 2015 – Jun 30, 2016
Salaries and wages (directly related to services)	16,100.00
Employee Benefits	3,100.00
Instate travel	0
Out of state travel	0
Materials and supplies	500.00
Consultants and contracts	7,300.00
Teacher stipends and substitute reimbursements	16,225.00
Equipment	0
Other (facilities & equipment rental, printing, etc.)	5965.00
<b>Subtotal</b>	49,190.00
Indirect cost (8% of direct cost only)	3935.00
<b>Project Total</b>	53,125.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$53,125.

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Jiffi Rainie, MSP Program Specialist  
Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials PDH  
Date 5/18/15

**Exhibit C**

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one (1) additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

No modifications

Contractor Initials PDH  
Date 5/18/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROJECT LEARNING TREE is a New Hampshire nonprofit corporation formed September 18, 1996. 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 21<sup>st</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State



**BYLAWS**  
**OF**  
**NEW HAMPSHIRE PROJECT LEARNING TREE**

**ARTICLE 1**  
**OFFICES**

**Section 1. Principal Office**

The principal office of the corporation is located at the Conservation Center, 54 Portsmouth Street, Concord, County of Merrimack, State of New Hampshire.

**Section 2. Change of Address**

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these Bylaws:

\_\_\_\_\_ Dated: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_, \_\_\_\_\_

**ARTICLE 2**  
**NONPROFIT PURPOSES**

**Section 1. IRC Section 501(c)(3) Purposes**

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

**Section 2. Specific Objectives and Purposes**

The exclusive objects for which the corporation is established are: to engage in forest and natural resource conservation education for New Hampshire students in grades K-12 in order to promote understanding and appreciation of the ecological, social and economic values of New Hampshire's natural resources; to stimulate critical and creative thinking; to develop the ability to make informed decisions on environmental issues; and to instill confidence and commitment to take responsible action on behalf of the environment.

The corporation shall not be a membership organization, but all programs and activities of the corporation shall be available to the public.

## **ARTICLE 3 DIRECTORS**

### **Section 1. Number of Directors**

The corporation shall have a minimum of 5 but no more than 20 directors, and collectively they shall be known as the Board of Directors.

### **Section 2. Composition of Board**

The Board of Directors shall, to the extent possible, be representative of a variety of constituents associated with the NHPLT program. These may include, but by no means be limited to, representatives of the Division of Forests & Lands, the U.S.D.A. Forest Service, forest or other natural resource-based industries or trade associations who support NHPLT, environmental organizations, the N.H. Department of Education, the University of New Hampshire or other NH institution of higher education, elementary and/or secondary teachers from different school districts, PLT trained facilitators, and other relevant stakeholders as deemed appropriate. Student representatives to the Board may be selected and serve as advisory, non-voting Board members. The Director of PLT's National Office shall serve as an *ex officio* and non-voting member of the Board.

### **Section 3. Powers**

Subject to the provisions of the laws of this state and any limitations in the Articles of Agreement and these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

### **Section 4. Duties**

It shall be the duty of the directors to:

1. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Agreement, or by these Bylaws;
2. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
3. Supervise all officers, agents and the Executive Director of the corporation to assure that their duties are performed properly;
4. Meet at such times and places as required by these Bylaws.

### **Section 5. Term of Office**

Each director shall hold office for a period of three years and until his or her successor is elected and qualifies. Directors may serve a maximum of three consecutive terms. Members serving as officers may serve until the completion of service as an officer, plus one additional year, but in no case shall the total duration of any director's continuous board service exceed eleven years. Student representatives serve as advisory non-voting members at the discretion of the board and are not bound by terms of office.

### **Section 6. Place of Meetings**

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such other place as may be designated from time to time by resolution of the Board of Directors.

### **Section 7. Regular Meetings**

Regular meetings of Directors shall be held at least quarterly.

#### **Section 8. Elections**

At the regular meeting of directors held in the fourth quarter of the year, directors shall be elected by the Board of Directors for the ensuing year. Each director shall cast one vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the board. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected to serve on the board.

#### **Section 9. Special Meetings**

Special meetings of the Board of Directors may be called by the Chairperson of the Board, the Vice-Chairperson, the Secretary, or by any two directors. Such meetings shall be held at the principal office of the corporation or, if different, at the place designated by the person or persons calling the special meeting.

#### **Section 10. Notice of Meetings**

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for regular or special meetings of the board of directors:

At least one week prior notice shall be given to each director of each regular or special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine, or by electronic mail, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting.

#### **Section 11. Quorum for Meetings**

A *quorum* shall consist of one-half of the members of the Board of Directors if there is an odd number of members and one-half plus one if there is an even number of members. Board members who participate in a meeting by telephone shall be counted when determining a *quorum*, as such participation by phone shall constitute a member's "presence" at a meeting. Neither *ex officio* nor advisory members may be counted when determining a *quorum*.

Except as otherwise provided under the Articles of Agreement, the Bylaws, or provisions of law, no business shall be considered by the board at any meeting at which the required *quorum* is not present, and the only motion the Chair shall entertain at such meeting is a motion to adjourn.

#### **Section 12. Majority Action as Board Action**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Agreement, these Bylaws, or provisions of law, including those of N.H. RSA 292, require a greater percentage or different voting rules for approval of a matter by the board.

#### **Section 13. Conduct of Meetings**

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, in his or her absence, the Vice-Chairperson or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

#### **Section 14. Vacancies**

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Any director may resign effective upon giving written notice to the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then

be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state.

Unless otherwise prohibited by the Articles of Agreement, these Bylaws or provisions of law, vacancies on the board may be filled by approval of the board of directors. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person may be elected to fill an unexpired term of a director who is no longer serving on the board. The balance of this unexpired term shall not count as one of the three consecutive terms that a director may serve.

#### **Section 15. Non-Liability of Directors**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### **Section 16. Indemnification by Corporation of Directors and Officers**

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

#### **Section 17. Insurance for Corporate Agents**

Except as may be otherwise provided under provisions of law, the Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

## **ARTICLE 4 OFFICERS**

#### **Section 1. Designation of Officers**

The officers of the corporation shall be a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer. The corporation may also have Assistant Secretaries, Assistant Treasurers, and other such officers with such titles and duties as may be determined from time to time by the Board of Directors.

#### **Section 2. Qualifications**

Any member of the Board of Directors may serve as officer of this corporation.

#### **Section 3. Election and Term of Office**

Officers shall be elected by the Board of Directors at the annual meeting of the corporation. Officers shall hold office for a term of one year and may serve a maximum of two consecutive terms per office. Each officer shall hold office until he or she fulfills the maximum term of office, resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

#### **Section 4. Removal and Resignation**

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **Section 5. Vacancies**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors, except a vacancy in the office of Chairperson, which shall be filled by the Vice-Chairperson.

#### **Section 6. Duties of Chairperson**

The Chairperson shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties as may be required by law, by the Articles of Agreement, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. The Chairperson shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Agreement, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors. The Chairperson shall also serve as an *ex officio* member of all committees, and participate in fundraising activities, especially donor visits.

#### **Section 7. Duties of Vice-Chairperson**

In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice-Chairperson shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Agreement, or by these Bylaws, or as may be prescribed by the Board of Directors.

#### **Section 8. Duties of Secretary**

The Secretary shall perform or delegate to the Executive Director or other officer, all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Agreement, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

#### **Section 9. Duties of Treasurer**

The Treasurer shall perform or delegate to the Executive Director or other officer, all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Agreement of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

### **ARTICLE 5 DUTIES OF EXECUTIVE DIRECTOR**

#### **Section 1. Executive Director**

The Board of Directors shall select, employ, and discharge the Executive Director, who shall be its direct representative in the management of the organization.

### **ARTICLE 6 COMMITTEES**

#### **Section 1. Committees**

Committees shall be appointed by the Chair of the Board of Directors with the advice and consent of the Board, except for the Executive Committee, which is appointed by the full Board of Directors. Staff and non-Board

members may meet with the committees. Committees shall meet as determined by the committee chairperson and shall maintain minutes of all meetings, which will be made available to the Board of Directors. Non-board members may be selected to serve on committees by committee chairs, subject to the approval of the Board Chair.

#### **Section 2. Executive Committee**

The Executive Committee shall be composed of the Chairperson, Vice-Chairperson, Secretary, Treasurer, and one at-large board member, who is elected by the Board of Directors. The Board Chair shall chair the Committee. The Committee shall possess the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and except as may otherwise be provided, by provisions of law.

#### **Section 3. Program Committee**

The Program Committee shall be composed of no less than five members. Its membership shall consist of at least three present members of the Board of Directors, one of which will serve as the Chair. It is desirable that the Committee consists of at least two educators. The Committee will work with the staff to support the mission of NHPLT as stated in the Program Committee Charter.

#### **Section 4. Development Committee**

The Development Committee shall be composed of no less than three members. Its membership shall consist of at least two present members of the Board of Directors, one of which will serve as the Chair. The Committee will help foster financial stability for NHPLT through donor growth, diversification, and retention as well as by seeking underwriting through sponsorships for educational programs, training and the annual meeting. The Committee shall also take responsibility for the creation of an NHPLT endowment. Once established, the management and oversight of that endowment shall be the responsibility of the Finance Committee (see below).

#### **Section 5. Governance Committee**

The Governance Committee shall be composed of no less than three members, all of which shall be present or past members of the Board of Directors. The Vice-Chair of the board shall chair the Committee. The Committee will be charged with crafting bylaws changes when necessary, compiling and drafting Board policies as requested by the Board Chair, and serving as a Nominating Committee for the Board of Directors. In addition, the Committee will provide on-going education to Board members on a variety of trustee and non-profit organizational topics.

#### **Section 6. Finance Committee**

The Finance Committee shall be composed of no less than three members. Its membership shall consist of present or former members of the Board. It is desirable that members have a strong background in accounting, finance or business. The Treasurer shall chair the Committee. The Finance Committee will coordinate the Board's financial oversight responsibilities. It shall be responsible for the planning, monitoring and evaluation of NH PLT's financial management; management and oversight of funds, risks and insurance; and for the investment and reinvestment of the assets of NH PLT, together with the Executive Director, in accordance with policies established. One member of the Finance Committee and a non-Board member selected by the Finance Committee shall provide an annual review of NH PLT's fiscal operations, management, and condition and shall present the results of their review to the Finance Committee.

(The following language will replace the previous sentence if/when NHPLT grows enough to require an annual audit): The Finance Committee will supervise the annual audit of NHPLT including being a part of the selection process and reviewing the terms of engagement. The Committee will meet annually with the auditor to review accounting practices and recommendations that the auditor might have and report this to the entire Board.

## **ARTICLE 7 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **Section 1. Execution of Instruments**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 2. Checks and Notes**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer of the corporation, or his or her designee.

**Section 3. Deposits**

All funds of the corporation shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**Section 4. Gifts**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the nonprofit purposes of this corporation.

**ARTICLE 8  
CORPORATE RECORDS AND REPORTS**

**Section 1. Maintenance of Corporate Records**

The corporation shall keep at its principal office:

1. Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
2. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
3. A copy of the corporation's Articles of Agreement and Bylaws.

**Section 2. Directors' Inspection Rights**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

**ARTICLE 9  
IRC 501(C)(3) TAX EXEMPTION PROVISIONS**

**Section 1. Limitations on Activities**

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation [except as otherwise provided by Section 501(h) of the Internal Revenue Code], and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

**Section 2. Prohibition Against Private Inurement**

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation, subject to limitations and conditions of N.H. RSA 292.

**Section 3. Distribution of Assets**

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 510(c)(3) of the Internal Revenue Code or shall be distributed to the federal government or to a state or local government for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of the state.

**ARTICLE 10  
AMENDMENT OF BYLAWS**

**Section 1. Amendment**

Except as may otherwise be specified under provisions of law, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by majority vote of all Directors serving at that time. Copies of any proposed Bylaws amendments shall be circulated to all directors at least one week prior to the meeting where approval of the changes will be voted upon.

**ARTICLE 11  
CONSTRUCTION AND TERMS**

**Section 1. Construction and Terms**

If there is any conflict between the provisions of these Bylaws and the Articles of Agreement of this corporation, the provisions of the Articles of Agreement shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Agreement shall be to the Articles of Agreement filed with an office of the Secretary of State of New Hampshire and used to establish the legal existence of this corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

*First adopted October 2, 1996.*

*Revised November 11, 1997.*

*Revised January 9, 2003.*

*Revised February 12, 2004.*

*Revised November 2, 2006*

*Revised November 1, 2007.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilmford NH 03247-7425		<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C. No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> Pat@esinsurance.com <b>FAX (A/C. No.):</b> (603) 293-7188	
<b>INSURED</b> NH Project Learning Tree 54 Portsmouth Street Concord NH 03301-5022		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Ins Group <b>INSURER B:</b> Hartford Casualty Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2015 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				9/9/2015	9/9/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					9/9/2015	9/9/2016
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		7/4/2015	7/4/2016	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> jennifer.rainie@doe.nh.gov New Hampshire Dept of Education Attn: Jennifer Rainie Londergan Building 101 Pleasant Street Concord, NH 03301-3493	<b>CANCELLATION</b> 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 <i>Pat Mack</i>
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2015 NH PLT Board

Name	Board Officer	Street Address	Town	State	Affiliation
Hilary Chapman	Secretary	283 Gould Hill Rd	Contoocook	NH	NH Audubon
Anjali Longan		43 Cathedral Circle	Nashua	NH	Hollis Montessori
Shawn Lagueux	Treasurer	70 Overlook Drive	Bristol	NH	NE Forestry Consultants
Patrick Hackley	Chairman	31 Birch Ave	Gilmanton	NH	Fountains America
MaryAnn Melizzi-Golja		2 Ambie Road	Nashua	NH	Nashua Alderman Ward 8
Steven Whitely		59 Turnberry Lane	Hopkinton	NH	Mitchell Municipal Group
Scott Bohan		352 Pleasant Street	Concord	NH	St. Paul's School
Carol Foley		79 Bearly A Road	Holderness	NH	Facilitator
Alicia Carlson		17 White Plains Road	Webster	NH	UNH Cooperative Extension
Wendy Weisiger		334B Academy Road	Pembroke	NH	SPNHF

Appendix D Resume

**Judith K. Silverberg PhD**

NH Project Learning Tree, 54 Portsmouth Street, Concord, NH 03301

[Judy.silverberg@gmail.com](mailto:Judy.silverberg@gmail.com)

**EDUCATION:**

University of New Hampshire, Durham, NH:PhD., Natural Resources, Wildlife Ecology and Human Dimensions, 2000. University of Wisconsin, Madison, WI; M.S. Continuing and Vocational Education, Environmental Education, 1975. University of Wisconsin, Madison, WI; B.S., Wildlife Ecology, 1974, Graduated with Honors.

**EXPERIENCE**

NH Project Learning Tree, Concord, NH, Director 2012-present. NH Fish and Game Department, Concord, NH; Wildlife Education Programs Supervisor 1985-2012. UNH Cooperative Extension Service, Pine Island 4-H Center, Manchester, NH; 4-H and Youth Development Agent 1983-1985. NH Division of Parks and Recreation, Concord, NH; Parks Naturalist 1979-1981. CT Department of Environmental Protection, Region II; Resource Management Assistant, 1977-1979. West Rock Nature Center, New Haven CT; Naturalist, 1975-1977. Adjunct – Antioch New England, Granite State College, Southern NH University and Plymouth State University

**PROFESSIONAL ASSOCIATIONS:**

National Science Teachers Association, NH Science Teachers Association, ASCD, The Wildlife Society, National Association for Interpretation, North American Association for Environmental Education, New England Environmental Education Alliance, Board Member 1982-1990, New Hampshire Environmental Educators- Chairman 1979-1984.

**AWARDS**

New England Environmental Education Alliance Award for contributions in Environmental Education 1990, Project WILD Director's Award for Excellence in Teaching 1991, Howard I. Wagner Award for Outstanding Contributions in Science Education in New Hampshire- 1997, New England Environmental Education Alliance Presidents Award for long term contributions in the field of environmental education -2003, The Wildlife Society ( Northeast Section) John Pearce Memorial Award for accomplishments in environmental education-2007, The Northeast Conservation Information and Education Association Conservation Communicator of the Year for outstanding achievement, service and dedication to Conservation Education -2009

**Erin Hollingsworth**

Sargent Drive, Gilmanton, NH 03237 [ehollingsworth@gilmanton.k12.nh.us](mailto:ehollingsworth@gilmanton.k12.nh.us)

**EDUCATION**

Antioch New England Graduate School, Keene, NH; M.S. Environmental Education, 2001  
University of New Hampshire, Durham, NH; B.S., Environmental Conservation with minor in  
Wildlife Management, 1996.

**EXPERIENCE**

Gilmanton Elementary School, Gilmanton, NH; Teacher 2012-present  
NH Project Learning Tree, Concord, NH; Education Provider, Jan 2007-present  
NH Audubon Society, Laconia, NH; Naturalist Educator, 2005-2006. New England Wildflower  
Society, Framingham, MA; Naturalist Educator 2001-2005. MA Audubon, 2000-2001  
Deerfield Community School, Deerfield, NH; Teacher Asst 8<sup>th</sup> grade science 1999-2000

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, New England Environmental Education Alliance, North American  
Association for Environmental Education, National Science Teachers Association, NH Science  
Teachers Association.

**AWARDS**

New England Environmental Education of the Year 2005

**Marilyn C. Wyzga**

72 Meeting Hill Rd, Hillsboro, NH 03247 [marilyn.wyzga@gmail.com](mailto:marilyn.wyzga@gmail.com)

**EDUCATION**

NH Technical Institute, Landscape Design Certificate. Antioch New England Graduate School,  
M.S.T. Concentration in Environmental Communications, 1988. Colgate University, B.A.  
Interdisciplinary concentration in Humanities, awarded cum laude, 1983.

**EXPERIENCE**

Cornucopia Project, Peterborough, NH; Teacher 2014-present. NH Project Learning Tree,  
Concord, NH; Educator 2014-present. NH Fish and Game Department, Concord, NH; Wildlife  
Educator/Exhibit Designer, 1991-2014. Feather's Edge Design, Hillsborough, NH; Exhibit  
Designer/Artist, 1986-present. Antioch New England Dance Center, Keene, NH; Performing Arts  
Instructor 1992-1998. Kearsarge Arts Theater, New London, NH; Theater Instructor 1996-1998.  
Monadnock Children's Museum, Keene, NH; Exhibit Designer/Program Assistant 1989-1991.  
Children's Performing Arts Center, Keene, NH; Executive Director, 1989-1991.

**AWARDS**

Education Award for promoting native plants and landscapes through education programs, New  
England Wild flower Society, 2009. New England Environmental Education Alliance,  
Environmental Educator of the year 2009, Conservation Education Program Award for Project

HOME schoolyard habitat program, 2007, The Wildlife Society Outstanding Environmental Education Program, 2002. New England Environmental Education Alliance 1999. 1<sup>st</sup> Place – Publications for the Homes for Wildlife Curriculum Guide, Association for Conservation Information

**Jacquelyn Wilson**

Thornton, NH 03285

[jwilson@hbresearchfoundation.org](mailto:jwilson@hbresearchfoundation.org)

**EDUCATION**

University of Maine-Orono, 1997 Teacher Certification Program, Secondary Life Science.  
Cornell University, Ithaca NY 1992, B.S.

**EXPERIENCE**

Hubbard Brook Research Foundation, Woodstock, Education Associate, NH 2007-present.  
Kennett High School, Conway, NH, Science Teacher, 2002-2004. United States Peace Corps, Tanzania, Teacher and Health Extension Volunteer 1999-2001. Kennett Middle School, Conway, NH, Science Teacher, 1997-1999.

**PROFESSIONAL ORGANIZATIONS**

National Science Teachers Association, NH Science Teachers Association, NH Environmental Educators

**Jennifer Bourgeault**

Earth Mosaics LLC, 69 High Street, Stratham, NH 03885

[Jen.bourgeault@gmail.com](mailto:Jen.bourgeault@gmail.com)

**EDUCATION**

University of New Hampshire, Durham, NH; M.A. in Teaching Biology, 2000. University of New Hampshire, Durham, NH; B.A, Zoology; Minor, Marine and Freshwater Biology, 1993.

**EXPERIENCE**

USA GLOBE Country Coordinator, 2013 to present. University of New Hampshire Graduate School, Durham, NH; Natural Resources and Earth System Science PhD Program Coordinator 2008-present. North Country Educational Services, Gorham, NH; NH GLOBE Partnership Coordinator and Master Trainer 2004- Present. UNH Department of Natural Resources, GLOBE Research Assistant 1 1997-2007. UNH Department of Natural Resources, Durham, NH; Adjunct Faculty, Graduate/Undergraduate Course: Earth as a System for Educators Fall 2005. New Hampshire Community Technical College, Stratham, NH: Adjunct Faculty, Undergraduate Courses in Human Anatomy and Physiology 1998-2004. Earth Science, Marine Science, Biology and Physical Science Teacher NH; 1993-1997

**PUBLICATIONS**

Bourgeault, J., M. Becker, and R. Congalton. 2005. Environmental Programs Unite to do NHEET things for teachers. Proceedings of the Ninth Annual GLOBE Conference, Prague, Czech

Republic. CD-ROM and [www.globe.gov](http://www.globe.gov) Bourgeault, J, R. Congalton, and M. Becker 2000. GLOBE\_MUC-A-THON: A method for effective student land cover data collection. Proceedings of the International Geoscience and Remote Sensing Symposium (IGARSS). Honolulu Hawaii July 2000 Vol. 11 pp. 551-553. (CD-ROM) Wormstead, S., M. Becker, J. Bourgeault, R. Congalton and L. Ryan. 1999. The GLOBE teacher's guide: A critical link in ensuring data quality. Proceedings of the 4<sup>th</sup> Annual GLOBE Conference, Durham, NH.

**Alicia Carlson**

UNH Cooperative Extension, Forestry and Wildlife, Durham, NH 03824

[Alicia.carlson@unh.edu](mailto:Alicia.carlson@unh.edu)

**EDUCATION**

University of New Hampshire, Durham, NH; M.A. Environmental Education, Plymouth State University, Plymouth NH; B.S. Environmental Biology, 1999. Paul Smith's College, Paul Smiths, NY; A.A., Liberal Arts/Environmental Studies, 1996.

**EXPERIENCE**

UNH Cooperative Extension, Durham, NH: Forestry and Wildlife Outreach Coordinator 2013-present. NH Department of Environmental Services, Concord, NH; Source Protection Education Specialist, Jan 2008-2013; Environmentalist I & II, 2005-2008; Technician III, 2000-2005

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, Board Member 2009-present. New Hampshire Lakes Association, Education Committee 2008-present, North American Association for Environmental Education, National Science Teachers association, North American Lake Management Society 2003-2008.

**Laurel C Pushee**

NH Department of Environmental Services, Concord, NH 03301

[Laurel.pushee@des.nh.gov](mailto:Laurel.pushee@des.nh.gov)

**EDUCATION**

New Hampshire Technical Institute, Concord, NH; Teacher Education Conversion Program-in progress  
Colby Sawyer College, New London; B.S. Community and Environmental Studies, May 2007

**EXPERIENCE**

NH Department of Environmental Services, Concord, NH; Source Protection Education Specialist 2013-present. NH Department of Transportation, Concord, NH; Environmentalist I & II, Nov 2007-2013.

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, NH Hampshire Lakes Association

**Susan M Cox**

USDA Forest Service, Durham, NH

[smcox@fs.fed.us](mailto:smcox@fs.fed.us)

**EDUCATION**

University of New Hampshire, Durham, NH; Masters of Adult and Occupational Education, Concentration in Environmental Education and Teacher Professional Development, 2004. SUNT College of Environmental Studies and Forestry, Syracuse, NY; B.S. Forest Resource Management, 1982.

**EXPERIENCE**

USDA Forest Service, Durham, NH; Conservation Education Program: Conservation Education Coordinator. USDA Forest Service, Durham, NH; Educator Professional Development. USDA Forest Service Durham, NH; forest Health Monitoring Program: Forest Health Specialist.

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, New England Environmental Education Alliance, North American Association for Environmental Education, National Science Teachers Association, NH Science Teachers Association, ASCD

**Mary Goodyear**

NH Fish and Game Department, Concord, NH

[Mary.goodyear@wildlife.nh.gov](mailto:Mary.goodyear@wildlife.nh.gov)

**EDUCATION**

State University of New York at Brockport, Project DataStreme, 3 graduate credits May 1999. Franklin Pierce College, Rindge, NH, Teacher Preparation Program 1998; NH Secondary Biology Certification. University of Massachusetts at Amherst, BS Wildlife Biology 1980, University of Massachusetts at Amherst, BS Human Development (with an equivalent minor in Journalistic Studies), 1974

**EXPERIENCE**

NH Fish and Game Department, Concord, NH; Wildlife Educator 2000-present. NH Division of Parks and Recreation, Concord, NH; Program Specialist II, October 1991-1999; NH Division of Parks and Recreation, Concord, NH; Parks Naturalist, Jan 1986-October 1991. Plymouth High School, Plymouth NH; Teacher Jan-Mar 1999.

**PROFESSIONAL ASSOCIATIONS**

National Association for Interpretation, National Certified Public Manager Association, NH Science Teacher Association, NH Environmental Educators, NH Outdoor Council, NH Parks and Recreational Society

TV 50

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

September 12, 2014

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

*Retroactive*

REQUESTED ACTION

1. Authorize the Department of Education to enter into a **retroactive** contract with New Hampshire Project Learning Tree (NHPLT), Concord, NH (vendor code 158239) to implement the Mathematics and Science Partnership Project entitled *Building Vertical Science Literacy Through Environmental Themes and Field Investigations (BVSL 3)*. This contract will be in effect from July 1, 2014 through June 30, 2015, in an amount not to exceed \$106,250.00. 100% Federal Funds.

Funding is available in the account entitled Math and Science Partnership as follows:

	<u>FY15</u>
06-56-56-562010-32790000-102-500731 Contracts for Program Services	\$106,250.00

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to two (2) additional fiscal years, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

This **retroactive** request reflects the fact that the scheduled posting of the Request for Proposals was delayed for two months due to significant modifications. Consequently, the review and award processes were hindered due to fiscal year-end activities and other complications.

This request reflects a continuation of two (2) previously funded three (3) - year projects from 2008 through 2014. The project will include teachers from and impact students in grades K-8.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

Her Excellency Governor Margaret Wood Hassan  
and the Honorable Council  
September 12, 2014  
Page Two

The New Hampshire State Department of Education (the Department) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

A Request for Proposals was developed and posted on the Department website on May 5, 2014 with a deadline of May 29, 2014. Eight proposals were received. They were reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Deputy Commissioner of Education, two Education Consultants from the Bureau of Integrated Programs and one Education Consultant from the Bureau of Accountability and Assessment. The Evaluation Team recommended this project as well as five (5) additional projects. Based on the amount of funding that each proposal requested as well as the amount of available MSP funds, the Department selected a total of six (6) projects for MSP funding. Two (2) of the eight (8) submitted proposals were not selected for funding at this time.

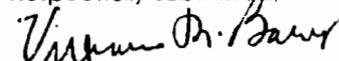
The Department of Education would like to contract again with NH Project Learning Tree (NHPLT) in order to continue managing the *Building Vertical Science Literacy* project by providing professional development to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations. This contract is a furtherance of the MSP grant it received in 2008. Through the previous years' grants, NHPLT has been able to train over 40 science teachers across 10 Nashua schools and in the Governor-Wentworth district in Wolfeboro to integrate the vertical scope and sequence into their curriculum for grades K-8 to achieve science literacy as envisioned in the NH Frameworks for Science Literacy. These training sessions have been supported by five (5) prominent national environmental curriculum programs: Project Learning Tree, Project WET, Project WILD, Project HOME and the GLOBE Program. With this continuation, NHPLT will work with a new cohort of 35 science teachers from grades K-8 across five (5) school districts (Sanborn Regional, Newport, Fremont, Deerfield Community School, Milton) and a private school (Monarch School in Rochester) to integrate inquiry based field investigations and environmental themed science content into their districts' science curriculums while increasing their own science content knowledge and skills relating to ecological literacy and field investigations (specifically ecosystems and habitats).

Evaluation will be ongoing, both formative and summative, in this MSP project. An outside evaluator will be contracted to oversee the evaluation plan, analyze documentation and carry out the summative evaluation. As part of the evaluation plan, the project will use the *Concerns Based Adoption Model (CBAM)* as well as interviews, a review of final products, content assessments and surveys. The program partners possess a strong history and ethic for formative and summative evaluation and use appropriate tools including pre- and post- content assessment, target assessment, end of session program evaluation surveys and periodic feedback sessions.

NH Project Learning Tree will meet all federal reporting requirements.

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

Respectfully submitted,



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

VMB:jr  
attachments

2014-15 MATH AND SCIENCE PARTNERSHIP GRANT PROPOSAL SCORING RUBRIC									
Building Vertical Science Literacy 3 (BVSL3) Plymouth State University - UNH Coop Ext Milton SD NH Enviro and Educ Team	Partnership Commitment and Capacity (12)	Demo of Need and Research Base (9)	Alignment of Goals and Objectives (18)	Efficacy of Plan (32)	Evaluation and Accountability Plan (20)	Budget and Cost Effectiveness (9)	Priority Scoring Points (9)	Total (109)	
Ashley Frame	7.00	8.00	14.00	22.00	16.00	9.00	3.00	79.00	
Andres Somoza-Norton	9.00	9.00	15.00	29.00	10.00	9.00	7.00	88.00	
Merry Fortier	6.00	9.00	14.00	13.00	11.00	3.00	2.00	58.00	
								<b>Average</b>	
								<b>75.00</b>	
Paul Leather	8.00	8.00	5.00	19.00	6.00	4.00	3.00	53.00	
								<b>Average</b>	
								<b>69.50</b>	

**2014-15 MATH AND SCIENCE PARTNERSHIP GRANT PROPOSAL SCORING RUBRIC**

Project Lead Partners	Project Title	Partnership Commitment and Capacity (12)	Demo of Need and Research Base (9)	Alignment of Goals and Objectives (18)	Efficacy of Plan (32)	Evaluation and Accountability Plan (20)	Budget and Cost Effectiveness (9)	Priority Scoring Points (8)	Total (109)	Percentage
Plymouth State University - UNH Coop Ed Milton SD - NH Project Learning Tree * Keene State College - UNH Coop Ed Hudson SD - NHEGBS * Rivet Valley Community College Lebanon SD - Invt Math@p NCEES Community College System of NH Pembroke SD *	Building Vertical Science Literacy 3 (BVSU3) Geospatial Program in Science and Math (GASP/ISM) Invt Math Training Program 2 Mathematics Learning Communities (MLC2)	7.50 9.25 4.33 7.33	8.50 7.25 2.00 3.67	12.00 12.50 4.67 9.67	20.75 25.25 8.00 14.33	10.75 13.75 4.67 7.67	6.25 7.75 5.33 6.67	3.75 5.00 2.33 1.00	69.50 80.75 31.33 50.34	64% 74% 28% 46%
Southern NH University Concord SD - VT Math Institute * Stanford University Sanborn Regional SD - Ctr for Collab Ed *	NH Ongoing Assessment in Mathematics Qualitative Performance Assessment Network (QPA)	10.25 6.67	8.50 4.67	14.00 8.67	24.75 9.50	19.00 11.33	7.75 4.33	7.00 3.33	91.25 48.50	84% 45%
Plymouth State Univ - Lebanon College Dover SD - SABENS Group Plymouth State Univ - NCourtesy Ed Services Gorham-Randolph Shelburne Coop SD *	STEM Literacy Community of Practice 2 Transforming STEM Instruction in North Country Classrooms	5.50 8.67	5.50 6.33	7.50 12.33	12.00 23.33	11.50 15.33	4.50 5.67	1.50 6.67	48.00 78.33	44% 72%
▼ Projects Funded	Scored > 50%	All Rubric Calculations include Deputy Commissioner/Leather's Scores								

Subject:

Mathematics and Science Partnership Project

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name NH Project Learning Tree		1.4 Contractor Address 54 Portsmouth Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-0160	1.6 Account Number 10-32790000-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 106,250
1.9 Contracting Officer for State Agency Paul Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-3801	
1.11 Contractor Signature <i>Tatiana N. Archuleta</i>		1.12 Name and Title of Contractor Signatory <i>Chair, NHPLT BOARD</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/7/14</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 <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Notary Public</u>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D. Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>10/7/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## Exhibit A Scope of Services

NH Project Learning Tree will provide the following services to the NH Department of Education for the period of July 1, 2014 until June 30, 2015 (Year One) as part of a three year project:

- Contractor will train, advise and support 35 science teachers from grades K-8 for five school districts, Sanborn Regional, Newport, Fremont, Deerfield Community School and Milton as well as a small private school to integrate inquiry based field investigations and environmental themed science content into the district's science curriculum, while increasing their own science content knowledge and skills related to ecological literacy and field investigations.
- Contractor will build the capacity of participating schools to transform their teaching practices such that they build vertical science literacy (as envisioned in the NH Frameworks for Science Literacy) for all students in grades K-8 through environmental topics and field investigations.
- Contractor will create and identify core common science experiences for students in grades K-8 that allow for skills and content knowledge to be built as students progress from elementary to middle school within the school districts.
- Contractor will advise and support these teachers as they use *Scope and Sequence for Science Literacy* to reorient science teaching at their schools regarding the value of scientific field investigations, long-term data and environmental literacy principles in meeting state and national academic standards and in raising student interest in Science, Technology, Engineering and Mathematics.
- Contractor will host an intensive residential summer session in late June to allow teachers to experience the process of gaining science literacy through environmental themes and field investigations. This year's workshop will focus on ecosystems and habitats and will include scientific content knowledge, NH data sets, collection and analysis skills, and the process for implementing field investigation as outlined in the scope and sequence for science literacy and based on the grade spans used in the *NH Science Literacy Frameworks*.
- Contractor will maintain ongoing communication with teachers through electronic communication, school visits and other activities.
- Contractor will coordinate all activities with Doug Earick (Plymouth State University) and the NH Education and Environment Team, whose members include NH Department of Environmental Services (Project WET) NH Fish and Game Department (Projects HOME and WILD), the GLOBE program of North Country Educational Services, and the USDA Forest Service (Conservation Education Program).
- Contractor will work with teachers to develop and distribute supporting science literature to schools in order to provide opportunities for reading in content areas that focus on concepts identified in the Common Core.
- Contractor will submit quarterly activity reports and financial invoices in a timely manner.
- Contractor will meet with Department staff as needed/requested.
- Contractor will inform Department of all scheduled project activities in advance in order for Project Manager to attend activities as often as possible.

Contractor Initials PDH  
Date 8/4/14

- Contractor will attend (at least) one US DOE Regional Mathematics and Science Partnership Conference per year as long as project is funded.
- Contractor will complete the US DOE Annual Performance Reporting form online at annual intervals and at completion of project.
- Contractor will provide copies of all project materials to the Department.

Contractor Initials PDH  
Date 8/4/14

**Exhibit B  
Budget**

Expenditure Line Items	FY 15 July 1 2014 – Jun 30, 2015
Salaries and wages (directly related to services)	23,500
Employee Benefits	4,700
Instate travel	500
Out of state travel	2,500
Materials and supplies	12,525
Consultants and contracts	19,600
Teacher stipends and substitute reimbursements	21,000
Equipment	0
Other (facilities & equipment rental, printing, etc.)	14,055
<b>Subtotal</b>	<b>98,380</b>
Indirect cost (8% of direct cost only)	7870
<b>Project Total</b>	<b>106,250</b>

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$106,250.

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Jiffi Rainie, MSP Program Specialist  
Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials PDA  
Date 8/4/14

**Exhibit C**

**SPECIAL PROVISIONS**

**14 INSURANCE**

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and no less than \$2,000,000 general aggregate.

Contractor Initials PDH  
Date 8/1/17

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROJECT LEARNING TREE is a New Hampshire nonprofit corporation formed September 18, 1996. 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 21<sup>st</sup> day of July A.D. 2014

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

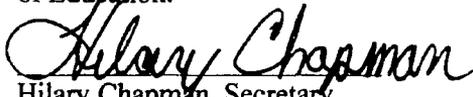
William M. Gardner  
Secretary of State



**RESOLUTION**

Be it resolved that the Board of Directors authorizes, Patrick Hackley, Chairperson of New Hampshire Project Learning Tree to sign all agreements required to execute a contract with the New Hampshire Department of Education.

Be it further resolved that NH Project Learning Tree-Patrick Hackley is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.

  
Hilary Chapman, Secretary

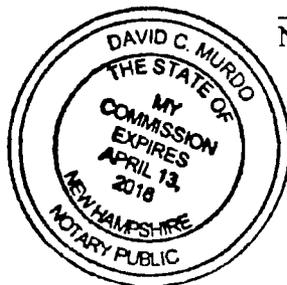
August 4, 2014  
Date

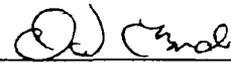
STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On August 4<sup>th</sup> 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/Clerk of the association identified in the foregoing certificate and acknowledge that she/he executed the forgoing certificate.

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



  
Notary Public/~~Justice of the Peace~~



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2014

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C No. Ext.):</b> (603) 293-2791 <b>FAX (A/C No.):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NH Project Learning Tree 54 Portsmouth Street Concord NH 03301-5022	<b>INSURER A:</b> Great American Ins Group	
	<b>INSURER B:</b> Hartford Casualty Insurance Co 29424	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2014 Certificate      **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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		[REDACTED]	9/9/2014	9/9/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	9/9/2014	9/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		[REDACTED]	7/4/2014	7/4/2015

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

<b>CERTIFICATE HOLDER</b>  jennifer.rainie@doe.nh.gov  New Hampshire Dept of Education Attn: Jennifer Rainie 101 Pleasant Street Concord, NH 03301-3493	<b>CANCELLATION</b>  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 <i>Pat - M Mack</i>
--	--

2014 NH PLT Board

Name	Board Officer	Street Address	Town	State	Affiliation
Hilary Chapman	Secretary	283 Gould Hill Rd	Contoocook	NH	NH Audubon
Anjali Longan		43 Cathedral Circle	Nashua	NH	Hollis Montessori
Shawn Lagueux	Treasurer	70 Overlook Drive	Bristol	NH	NE Forestry Consultants
Patrick Hackley	Chairman	31 Birch Ave	Gilmanton	NH	Fountains America
MaryAnn Melizzi-Golja		2 Ambie Road	Nashua	NH	Nashua Alderman Ward 8
Steven Whitely		59 Turnberry Lane	Hopkinton	NH	Mitchell Municipal Group
Scott Bohan		352 Pleasant Street	Concord	NH	St. Paul's School
Carol Foley		79 Bearly A Road	Holderness	NH	Facilitator
Alicia Carlson		17 White Plains Road	Webster	NH	UNH Cooperative Extension
Wendy Weisiger		334B Academy Road	Pembroke	NH	SPNHF

## Appendix D Resume

### **Judith K. Silverberg PhD**

NH Project Learning Tree, 54 Portsmouth Street, Concord, NH 03301

[Judy.silverberg@gmail.com](mailto:Judy.silverberg@gmail.com)

#### **EDUCATION:**

University of New Hampshire, Durham, NH:PhD., Natural Resources, Wildlife Ecology and Human Dimensions, 2000. University of Wisconsin, Madison, WI; M.S. Continuing and Vocational Education, Environmental Education, 1975. University of Wisconsin, Madison, WI; B.S., Wildlife Ecology, 1974, Graduated with Honors.

#### **EXPERIENCE**

NH Project Learning Tree, Concord, NH, Director 2012-present. NH Fish and Game Department, Concord, NH; Wildlife Education Programs Supervisor 1985-2012. UNH Cooperative Extension Service, Pine Island 4-H Center, Manchester, NH; 4-H and Youth Development Agent 1983-1985. NH Division of Parks and Recreation, Concord, NH; Parks Naturalist 1979-1981. CT Department of Environmental Protection, Region II; Resource Management Assistant, 1977-1979. West Rock Nature Center, New Haven CT; Naturalist, 1975-1977. Adjunct – Antioch New England, Granite State College, Southern NH University and Plymouth State University

#### **PROFESSIONAL ASSOCIATIONS:**

National Science Teachers Association, NH Science Teachers Association, ASCD, The Wildlife Society, National Association for Interpretation, North American Association for Environmental Education, New England Environmental Education Alliance, Board Member 1982-1990, New Hampshire Environmental Educators- Chairman 1979-1984.

#### **AWARDS**

New England Environmental Education Alliance Award for contributions in Environmental Education 1990, Project WILD Director's Award for Excellence in Teaching 1991, Howard I. Wagner Award for Outstanding Contributions in Science Education in New Hampshire- 1997, New England Environmental Education Alliance Presidents Award for long term contributions in the field of environmental education -2003, The Wildlife Society ( Northeast Section) John Pearce Memorial Award for accomplishments in environmental education-2007, The Northeast Conservation Information and Education Association Conservation Communicator of the Year for outstanding achievement, service and dedication to Conservation Education -2009

**Erin Hollingsworth**

Sargent Drive, Gilmanton, NH 03237 [ehollingsworth@gilmanton.k12.nh.us](mailto:ehollingsworth@gilmanton.k12.nh.us)

**EDUCATION**

Antioch New England Graduate School, Keene, NH; M.S. Environmental Education, 2001  
University of New Hampshire, Durham, NH; B.S., Environmental Conservation with minor in  
Wildlife Management, 1996.

**EXPERIENCE**

Gilmanton Elementary School, Gilmanton, NH; Teacher 2012-present  
NH Project Learning Tree, Concord, NH; Education Provider, Jan 2007-present  
NH Audubon Society, Laconia, NH; Naturalist Educator, 2005-2006. New England Wildflower  
Society, Framingham, MA; Naturalist Educator 2001-2005. MA Audubon, 2000-2001  
Deerfield Community School, Deerfield, NH; Teacher Asst 8<sup>th</sup> grade science 1999-2000

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, New England Environmental Education Alliance, North American  
Association for Environmental Education, National Science Teachers Association, NH Science  
Teachers Association.

**AWARDS**

New England Environmental Education of the Year 2005

**Marilyn C. Wyzga**

72 Meeting Hill Rd, Hillsboro, NH 03247 [marilyn.wyzga@gmail.com](mailto:marilyn.wyzga@gmail.com)

**EDUCATION**

NH Technical Institute, Landscape Design Certificate. Antioch New England Graduate School,  
M.S.T. Concentration in Environmental Communications, 1988. Colgate University, B.A.  
Interdisciplinary concentration in Humanities, awarded cum laude, 1983.

**EXPERIENCE**

Cornucopia Project, Peterborough, NH; Teacher 2014-present. NH Project Learning Tree,  
Concord, NH; Educator 2014-present. NH Fish and Game Department, Concord, NH; Wildlife  
Educator/Exhibit Designer, 1991-2014. Feather's Edge Design, Hillsborough, NH; Exhibit  
Designer/Artist, 1986-present. Antioch New England Dance Center, Keene, NH; Performing Arts  
Instructor 1992-1998. Kearsarge Arts Theater, New London, NH; Theater Instructor 1996-1998.  
Monadnock Children's Museum, Keene, NH; Exhibit Designer/Program Assistant 1989-1991.  
Children's Performing Arts Center, Keene, NH; Executive Director, 1989-1991.

**AWARDS**

Education Award for promoting native plants and landscapes through education programs, New  
England Wild flower Society, 2009. New England Environmental Education Alliance,  
Environmental Educator of the year 2009, Conservation Education Program Award for Project

HOME schoolyard habitat program, 2007, The Wildlife Society Outstanding Environmental Education Program, 2002. New England Environmental Education Alliance 1999. 1<sup>st</sup> Place – Publications for the Homes for Wildlife Curriculum Guide, Association for Conservation Information

**Jacquelyn Wilson**

Thornton, NH 03285

[wilson@hbresearchfoundation.org](mailto:wilson@hbresearchfoundation.org)

**EDUCATION**

University of Maine-Orono, 1997 Teacher Certification Program, Secondary Life Science.  
Cornell University, Ithaca NY 1992, B.S.

**EXPERIENCE**

Hubbard Brook Research Foundation, Woodstock, Education Associate, NH 2007-present.  
Kennett High School, Conway, NH, Science Teacher, 2002-2004. United States Peace Corps, Tanzania, Teacher and Health Extension Volunteer 1999-2001. Kennett Middle School, Conway, NH, Science Teacher, 1997-1999.

**PROFESSIONAL ORGANIZATIONS**

National Science Teachers Association, NH Science Teachers Association, NH Environmental Educators

**Jennifer Bourgeault**

Earth Mosaics LLC, 69 High Street, Stratham, NH 03885

[Jen.bourgeault@gmail.com](mailto:Jen.bourgeault@gmail.com)

**EDUCATION**

University of New Hampshire, Durham, NH; M.A. in Teaching Biology, 2000. University of New Hampshire, Durham, NH; B.A, Zoology; Minor, Marine and Freshwater Biology, 1993.

**EXPERIENCE**

USA GLOBE Country Coordinator, 2013 to present. University of New Hampshire Graduate School, Durham, NH; Natural Resources and Earth System Science PhD Program Coordinator 2008-present. North Country Educational Services, Gorham, NH; NH GLOBE Partnership Coordinator and Master Trainer 2004- Present. UNH Department of Natural Resources, GLOBE Research Assistant 1 1997-2007. UNH Department of Natural Resources, Durham, NH; Adjunct Faculty, Graduate/Undergraduate Course: Earth as a System for Educators Fall 2005. New Hampshire Community Technical College, Stratham, NH: Adjunct Faculty, Undergraduate Courses in Human Anatomy and Physiology 1998-2004. Earth Science, Marine Science, Biology and Physical Science Teacher NH; 1993-1997

**PUBLICATIONS**

Bourgeault, J., M. Becker, and R. Congalton. 2005. Environmental Programs Unite to do NHEET things for teachers. Proceedings of the Ninth Annual GLOBE Conference, Prague, Czech

Republic. CD-ROM and [www.globe.gov](http://www.globe.gov) Bourgeault, J, R. Congalton, and M.Becker 2000. GLOBE\_MUC-A-THON: A method for effective student land cover data collection. Proceedings of the International Geoscience and Remote Sensing Symposium (IGARSS). Honolulu Hawaii July 2000 Vol. 11 pp. 551-553. (CD-ROM) Wormstead, S., M. Becker, J. Bourgeault, R. Congalton and L. Ryan. 1999. The GLOBE teacher's guide: A critical link in ensuring data quality. Proceedings of the 4<sup>th</sup> Annual GLOBE Conference, Durham; NH.

**Alicia Carlson**

UNH Cooperative Extension, Forestry and Wildlife, Durham, NH 03824

[Alicia.carlson@unh.edu](mailto:Alicia.carlson@unh.edu)

**EDUCATION**

University of New Hampshire, Durham, NH; M.A. Environmental Education, Plymouth State University, Plymouth NH; B.S. Environmental Biology, 1999. Paul Smith's College, Paul Smiths, NY; A.A., Liberal Arts/Environmental Studies, 1996.

**EXPERIENCE**

UNH Cooperative Extension, Durham, NH: Forestry and Wildlife Outreach Coordinator 2013-present. NH Department of Environmental Services, Concord, NH; Source Protection Education Specialist, Jan 2008-2013; Environmentalist I & II, 2005-2008; Technician III, 2000-2005

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, Board Member 2009-present. New Hampshire Lakes Association, Education Committee 2008-present, North American Association for Environmental Education, National Science Teachers association, North American Lake Management Society 2003-2008.

**Laurel C Pushee**

NH Department of Environmental Services, Concord, NH 03301

[Laurel.pushee@des.nh.gov](mailto:Laurel.pushee@des.nh.gov)

**EDUCATION**

New Hampshire Technical Institute, Concord, NH; Teacher Education Conversion Program-in progress  
Colby Sawyer College, New London; B.S. Community and Environmental Studies, May 2007

**EXPERIENCE**

NH Department of Environmental Services, Concord, NH; Source Protection Education Specialist 2013-present. NH Department of Transportation, Concord, NH; Environmentalist I & II, Nov 2007-2013.

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, NH Hampshire Lakes Association

**Susan M Cox**

USDA Forest Service, Durham, NH  
[smcox@fs.fed.us](mailto:smcox@fs.fed.us)

**EDUCATION**

University of New Hampshire, Durham, NH; Masters of Adult and Occupational Education, Concentration in Environmental Education and Teacher Professional Development, 2004. SUNT College of Environmental Studies and Forestry, Syracuse, NY; B.S. Forest Resource Management, 1982.

**EXPERIENCE**

USDA Forest Service, Durham, NH; Conservation Education Program: Conservation Education Coordinator. USDA Forest Service, Durham, NH; Educator Professional Development. USDA Forest Service Durham, NH; forest Health Monitoring Program: Forest Health Specialist.

**PROFESSIONAL ASSOCIATIONS**

NH Environmental Educators, New England Environmental Education Alliance, North American Association for Environmental Education, National Science Teachers Association, NH Science Teachers Association, ASCD

**Mary Goodyear**

NH Fish and Game Department, Concord, NH  
[Mary.goodyear@wildlife.nh.gov](mailto:Mary.goodyear@wildlife.nh.gov)

**EDUCATION**

State University of New York at Brockport, Project DataStreme, 3 graduate credits May 1999. Franklin Pierce College, Rindge, NH, Teacher Preparation Program 1998; NH Secondary Biology Certification. University of Massachusetts at Amherst, BS Wildlife Biology 1980, University of Massachusetts at Amherst, BS Human Development (with an equivalent minor in Journalistic Studies), 1974

**EXPERIENCE**

NH Fish and Game Department, Concord, NH; Wildlife Educator 2000-present. NH Division of Parks and Recreation, Concord, NH; Program Specialist II, October 1991-1999; NH Division of Parks and Recreation, Concord, NH; Parks Naturalist, Jan 1986-October 1991. Plymouth High School, Plymouth NH; Teacher Jan-Mar 1999.

**PROFESSIONAL ASSOCIATIONS**

National Association for Interpretation, National Certified Public Manager Association, NH Science Teacher Association, NH Environmental Educators, NH Outdoor Council, NH Parks and Recreational Society

**Douglas L. Earick**

Plymouth State University, Plymouth, NH 03266

[dlearick@plymouth.edu](mailto:dlearick@plymouth.edu)

**EDUCATION**

University of New Mexico; M.S. Curriculum Instruction and Multicultural Teacher Educaiton 1988.

University of New Mexico; B.S. Biology/Biology Education, Biology and General Science Licensure, 1986.

**EXPERIENCE**

Research Assistant Professor, Center for the Environment and Environmental Science and Policy Department, Plymouth State University, 2009-present. Project Director, Longleaf Environmental Learning Center, School of the Environment, University of South Carolina, 2006-2009. Program Manager/Coordinator, College of Arts and Sciences Office of Educational Outreach, University of New Mexico 1999-2006. Instructor Natural Sciences Program, University of New Mexico 2004-2005. High School Science Teacher, Albuquerque High School, Albuquerque, NM 1992-2000, Middle School Science Teacher, John Adams Middle School, Albuquerque, NH 1987-1992.

**PROFESSIONAL ASSOCIATIONS**

Association for Nature Center Administrators, National Association of Interpretation, National Science Teachers Association, Nature Action Collaborative for Children, NH Environmental Educators, NH Science Teachers Association, North American Association for Environmental Education.