

93 B



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

August 5, 2013

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with NH Jobs for America's Graduates (d/b/a NH-JAG), 175 Ammon Drive, Suite 212, Manchester, NH 03103 (Vendor Code 158930) to provide Dropout Prevention services, partnered with Career and Technical Education (CTE) at Kennett and Laconia High Schools upon Governor and Council approval for the period effective September 5, 2013 through June 30, 2015 in an amount not to exceed \$223,368. Funding is **100% State**. Funding is available as follows:

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
06-56-56-561010-6019-606-500936	\$110,743	2014
06-56-56-561010-6019-606-500936	\$112,625	2015

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

EXPLANATION

The New Hampshire Department of Education has been appropriated \$600,000.00 for both FY14 and FY15. The Dropout Prevention and Dropout Recovery Oversight Council is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Dropout Prevention funds allocated from the State of New Hampshire. These funds will be used for the implementation and oversight of the WIA Title I Youth program.

The purposes for the Dropout Prevention funds are to increase graduation rates and reduce dropout rates at the high school level in partnership with Career and Technical Education (CTE) by:

1. Increasing current capacity to students at-risk of dropping out that are between the ages of 16 to 21 and enrolled in secondary education.
2. Collaborating with CTE to implement strategies and/or programs to serve underclassmen entering or enrolled in secondary education to achieve their graduation requirements.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

August 5, 2013

Page Two

As a result of SB 18 that increased the age of required attendance of children in school from age 16 to 18 effective July 1, 2009, the Department of Education is requesting authority to contract with NH-JAG to provide dropout prevention/alternative education services. NH-JAG will build upon existing resources and programs which include:

- Federal funds from the Workforce Investment Act. State's focus for these funds has been dropout prevention and/or recovery in an employment and training context,
- Dropout Prevention and Dropout Recovery Oversight Council funding,
- Adult Education funding for evening adult diploma programs,
- Career and Technical Education programming available through the regional CTE Centers, and
- Follow the Child by promoting student achievement through an emphasis on personalized learning and assessment. This vision for child-centered learning can be met as each school and district best sees fit.

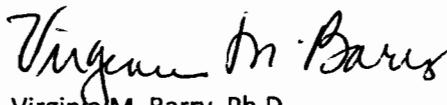
Acknowledging these resources exist and the subsequent gaps, the Department of Education continues to seek alternative education funds to respond to the gaps.

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

A Request for Proposal (RFP) was released in January 2013. The RFP was sent to former and current recipients of the Dropout Prevention grant. A copy of the RFP was included on the NH Department of Education's web site as well as the Manchester Union Leader and Sunday News from February 3 through February 5, 2013. Nine (9) proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Dropout Prevention and Dropout Recovery Oversight Council and included in the RFP (see Attachment A).

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

Respectfully submitted,



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

S:/dcta/bvr/vrco/common/G&C/NHJAG Dropout Prevention 2014

Attachment A

Proposal Criteria in RFP:

	<u>Points</u>
Need	30
Program Design	20
Operational Capacity	10
Plans for Decreasing Dropout Rate and Increasing Graduation Rates	20
Budget and Evaluation	20

Reviewers for the Dropout Prevention proposals included the following members of the Dropout Prevention and Dropout Recovery Council:

Paul Leather, Deputy Commissioner, NH Department of Education since 2009

George Cushing, School Superintendent of Rye, Greenland, Newington and New Castle

Carol Droznick, Retired School Teacher, Family Child Therapist and Realtor

Beth Doiron, Director of College Access and DoE Programs and Initiatives at the Community College System of New Hampshire.

Dwight Davis, Chair, NH Workforce Opportunity Council since 2007, Realtor at Keller Williams Coastal Realty

Susan Randall, Education Consultant, NH Department of Education, Dropout Prevention, focus on reducing dropouts and increasing graduation rates.

Funding Recommendation:

<u>Applicant</u>	<u>Award per year</u>	<u>Award total for two years</u>	<u>Average Score</u>	<u>Not Funded</u>
Pinkerton Academy	46,316.00	92,632.00	92	
Concord	95,000.00	190,000.00	88.33	
NH JAG Laconia	61,703.00	123,406.00	84.33	
NH JAG Kennett	49,981.00	99,962.00	80	
Manchester	322,000.00	644,000.00	81.67	
NCCA	25,000.00	50,000.00	77.5	
Lisbon HS			68.8	X
Somersworth/Nute HS			58.55	X
Edison Learning			54.5	X
Totals	600,000.00	1,200,000.00		



Subject:

NH JAG Dropout Prevention

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 21 S. Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name NH Jobs for America's Graduates		1.4 Contractor Address 175 Ammon Dr., Suite 212, Manchester, NH 03103	
1.5 Contractor Phone Number 603.647.2300	1.6 Account Number 06-561010-6019-606-0936	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$223,368.00
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D., Commissioner of Education		1.10 State Agency Telephone Number 603.271.3142	
1.11 Contractor Signature <i>Katherine Richard</i>		1.12 Name and Title of Contractor Signatory Katherine Richard, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/30/13</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 [Seal] <i>Paula M. Hennessey</i>		PAULA M. HENNESSEY, Notary Public My Commission Expires November 9, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace			
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>8/8/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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

Contractor Initials KD
Date 7/30/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A
The Services

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

Site	Students Enrolled in Training Activities
Laconia High School	35-40 students
Kennett High School	35-40 students

Program Design:

NH-JAG teaches academic and workplace competencies and empowers NH youth as they work to strengthen their ties to school and plan for the future. Through comprehensive and proven practices, NH-JAG students experience the value of a high school education while also developing teamwork, leadership, community service, and workplace skills to prepare them for the challenges and opportunities that await them in the world beyond school. By participating in the NH-JAG program, young people across the state are building leadership skills, exploring career opportunities, discovering personal strengths, gaining confidence and taking pride in their personal achievements.

NH-Jag operates a year round model. During the school year, NH-JAG is a regularly scheduled class that delivers daily instruction to enrolled students for academic credit. Students at Laconia High School are able to earn up to 2 credits per year for successful participation in the program. Students at Kennett High School are able to earn 1 credit per year.

Immediate program goals include improved academics, increased connection to and readiness for CTE programs at the secondary and post-secondary levels, community involvement, a clear goal beyond graduation, and ultimately a high school diploma.

Immediate post-program goals include labor force attachment, the pursuit of post-secondary education or training and unemployment avoidance. These goals are addressed during the 12 month follow up period. Youth Specialists maintain contact with all students for one year after graduation to assist with putting the skills the students learned during school into real world practice.

Dropout Prevention Grantees meetings: A representative of the contractor will represent the contractor and program at all Dropout Prevention monthly meetings for information sharing and referral purposes.

Contractor Initials *KD*
Date 7/30/13

EXHIBIT B
Estimated Budget: Limitation on Price: Payment

Account Title	FY 2014	FY 2015	Total
Tuition	0	0	0
Staff Salaries/Wages	74,471	75,270	149,741
Participant Wages	0	0	0
Fringe Benefits	22,822	23,905	46,727
Travel/Transportation	2,600	2,600	5,200
Staff Training	1,000	1,000	2,000
Communications	800	800	1,600
Program Fees	2,100	2,100	4,200
Expendable Supplies	1,100	1,100	2,200
Textbooks	0	0	0
Facilities/Space	1,000	1,000	2,000
Equipment	300	300	600
Insurance	2,050	2,050	4,100
Support Services	0	0	0
Profit (for profit orgs only)	0	0	0
Other-Student Activities	2,100	2,100	4,200
Other-Contract Services	400	400	800
Totals	110,743	112,625	223,368

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

Limitation of Price:

This contract will not exceed \$223,368.

Method of Payments:

Monthly advance payment may be made for each month of the contract year. Each advance payment will be based on a line item estimate of expenditures for the coming payment period. Each advanced payment request, except the first request, will include a line item listing of expenses incurred during the previous period. Invoices will be submitted to Susan Randall, Education Consultant, 21 South Fruit Street, Suite 20, Concord, NH 03301.

Contractor Initials RD
Date 7/30/13

EXHIBIT C

Special Provisions

On or after the date set forth in Item 1.7 of the General provisions, the Contractor shall deliver to the State, at the address set forth in Item 1.1 and 1.2, an independent audit of the funds received under this Agreement, during the Contractor's fiscal year.

14. Insurance

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

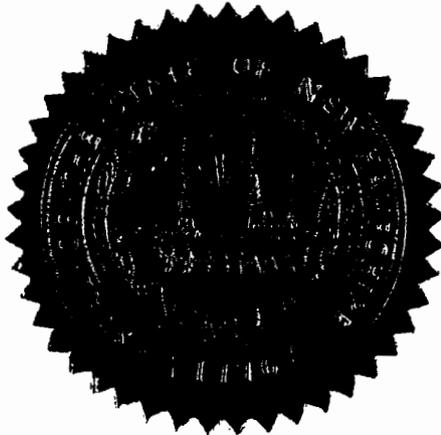
Contractor Initials *AD*
Date *7/30/13*

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH-JAG is a New Hampshire nonprofit corporation formed January 20, 2000.

I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

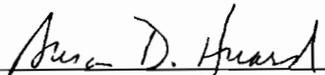
"To authorize Katherine Dichard, Executive Director, of NH-JAG to negotiate and sign a contract with the Department of Education as related to funds received from the Alternative Education Grant for purpose of funding NH-JAG Programs for the dates of July 1, 2013 through June 30, 2015."

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 30th day of July, 2013

(Corporate Seal if any)

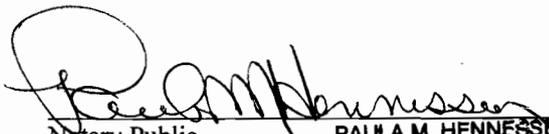

Secretary

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On July 30, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledges that she executed the foregoing certificate.

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


Notary Public **PAULA M. HENNESSEY**, Notary Public
My Commission expires November 9, 2016



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES **CERTIFICATE NUMBER:** 2013 **REVISION NUMBER:**

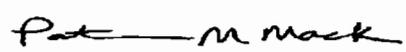
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			850288358320-2	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			850288358320-2	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6KUB5B59341-9-12	9/14/2012	9/14/2013	WC STATUTORY LIMITS OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

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

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

See notes to financial statements

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

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

See notes to financial statements

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

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

See notes to financial statements

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

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

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

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

Barbara Duffy
Community Relations Director
BAMSI

Penny Cameron
RN, Good Samaritan Hospital
MY TURN Program Alumna

NH-JAG Governing Board of Directors

(All Volunteer Positions)

Robert Stephen ~ Chair

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

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

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

Honorable Norman Champagne (retired)

**Daron Hanson
PSNH**

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

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

**Nicole Dawson
Northeast Delta Dental**

James D. Helm

**Patrick Duffy
P. Duffy & Associates**

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

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

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

Katherine Dichard

kdichard@nh-jag.org

Education

Masters of Education, School Counseling GPA: 3.96

Rivier College, Nashua, NH, May 2006

Bachelor of Arts, Criminology and Criminal Justice GPA 3.694

University of Maryland, College Park, MD, May 2002

NH State Certification, Counselor K-12 – Expires June 2015

Employment

Executive Director, NH-Jobs for America's Graduates

December 2012 - Present

Manchester, NH

- Responsible for the overall leadership and management of the NH-JAG organization.
- Responsible for growth and development of statewide youth programs
- Maintain financial stability via state and federal grants, public and private Foundations, fundraising efforts and legislative initiatives
- Supervise a staff of 16 serving over 400 students
- Responsible for grant management, evaluation and reporting requirements.
- Plan and execute statewide staff training and student events

Program Manager, NH-Jobs for America's Graduates

8/2007-12/2012

Manchester, NH

- Oversee 5 NH JAG/WIA funded programs and 2 middle school programs.
- Supervise the Youth Specialists and serve as the liaison between NH JAG and schools.
- Maintain positive working relationships with school administrators, community members, employers, and partners.
- Interview, train, supervise, and evaluate the performance of the Youth Specialists.
- Ensures that documentation and reporting requirements are accurate and deadlines are met.
- Assist in development of new programming and aligning NH JAG model and curriculum with school district needs.

Youth Specialist, NH-Jobs for America's Graduates

8/2006- 8/2007

Manchester West High School, Manchester, NH

- Provided dropout prevention services to at-risk youth in school, ages 14-19, with barriers to success in education and the workforce.
 - Differentiated instruction to 30 students using the JAG model.
 - Offered leadership and community service opportunities.
 - Delivered guidance and counseling in career awareness and personal needs.
-

Professional

Greater Manchester Chamber Of Commerce

Affiliations

- Leadership Greater Manchester Graduate, Class of 2012

Manchester Young Professional Network

American School Counselor Association

**NH JAG
Alternative Education Programs
FY14 SALARIES**

<i>PROGRAM Personnel</i>	Salary
Margaret Roberts	32,445
Maxine Cadman	27,026
Janet Arnett	15,000

ARTICLES OF AGREEMENT

OF

JOBS FOR NEW HAMPSHIRE GRADUATES

A NEW HAMPSHIRE VOLUNTARY CORPORATION

FILED

JAN 20 2000

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7. The corporation shall have no capital stock.

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

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

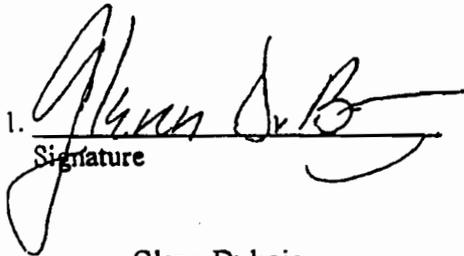
If under New Hampshire law, a voluntary corporation may exempt directors and officers from additional liability than that set forth above, the directors and officers of the corporation shall be so exempted.

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

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

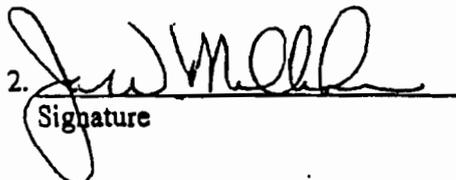
Signature and Name

Mailing Address

1. 
Signature

5 Institute Drive
Concord, NH 03301

Glenn Dubois
Name (Please print)

2. 
Signature

33 Carter Street
Concord, NH 03301

James W. Milliken
Name (Please print)

3. Jane M. Lacasse
Signature

24 Warren Street
Concord, NH 03301

Jane M. Lacasse
Name (Please print)

4. Robert A. Stephen
Signature

1791 Bodwell Road
Manchester, NH 03309

Robert A. Stephen
Name (Please print)

5. Laura E. Tobin
Signature

252 Main Street, Apt. 5
Hopkinton, NH 03229

Laura E. Tobin
Name (Please print)

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

Sharon Dery
City/Town Clerk's Signature

315.069

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

**BY-LAWS OF
NH-JAG**

ARTICLE I

Name, Business Address and Purpose

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

ARTICLE II

Seal

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

ARTICLE III

Members

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

ARTICLES IV

Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Officers

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

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

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

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

ARTICLE VI

Duties of Officers

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

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

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

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

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

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

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

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

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

ARTICLE VII

Indemnification

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

ARTILCE VIII

Contracts, Loans, Checks, and Deposits

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

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

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

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

ARTICLE IX

Fiscal Year

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

ARTICLE X

Inspection of Books and Records

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

ARTICLE XI

Exempt Activities

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

ARTICLE XII

Amendments

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

Amended on 3.23.09

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

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

STATE OF NEW HAMPSHIRE

Filed
Date Filed: 02/08/2008
Effective Date: 02/08/2008
Business ID: 336640
William M. Gardner
Secretary of State

Recording fee: \$25.00 (Note 1)

Use black print or type.

Leave 1" margins both sides.

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

AFFIDAVIT OF AMENDMENT

OF

Jobs for New Hampshire Graduates

A NEW HAMPSHIRE NONPROFIT CORPORATION

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

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

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

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

Dated January 30, 2006

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

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

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

ty of the principal place of business.





NEW HAMPSHIRE JOBS FOR AMERICA'S GRADUATES

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