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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, N.H. 03301  
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Citizens Services Line 1-800-339-9900

November 22, 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 to enter into a contract with the Educational Testing Service (ETS), Princeton, New Jersey (vendor code 175106) in an amount not to exceed \$375,000.00 for the period effective January 1, 2014, or upon Governor and Council approval, whichever is later, through December 31, 2016 to provide high school equivalency testing services to New Hampshire residents. These funds are 50% General and 50% Other.

Funding is available in the account titled Adult Education for FY 14/15 and pending legislative approval of the next biennium budget, as follows:

FY 2014 06-56-56-566010-70040000-602-500932 State Funds Non-Match	\$ 31,250.00
FY 2014 06-56-56-566010-70040000-102-500731 Contracts for Program Services	\$ 31,250.00
FY 2015 06-56-56-566010-70040000-602-500932 State Funds Non-Match	\$ 62,500.00
FY 2015 06-56-56-566010-70040000-102-500731 Contracts for Program Services	\$ 62,500.00
FY 2016 06-56-56-566010-70040000-602-500932 State Funds Non-Match	\$ 62,500.00
FY 2016 06-56-56-566010-70040000-102-500731 Contracts for Program Services	\$ 62,500.00
FY 2017 06-56-56-566010-70040000-602-500932 State Funds Non-Match	\$ 31,250.00
FY 2017 06-56-56-566010-70040000-102-500731 Contracts for Program Services	<u>\$ 31,250.00</u>
Total	\$375,000.00

2. Subject to Governor and Council approval and the contractor's acceptable performance of terms herein, authorize the Department of Education an option to exercise annual negotiated renewals pending legislative approval of future biennial budgets.

EXPLANATION

The Bureau of Adult Education administers the statewide high school equivalency testing program. Approximately 2,500 NH citizens annually take this test with a passing rate of 84%. Recipients of NH High School Equivalency Certificates go on to higher education, improved employment opportunities and the Armed Services.

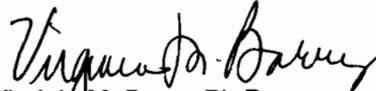
The deadline for receipt of proposals was January 28, 2013. Two vendors responded to the request for proposal (RFP) with submissions that met the requirements of the RFP. New Hampshire requested a test that was available in both computer and paper based versions. Based upon that requirement and fourteen other criteria

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the proposal submitted by the Educational Testing Service (ETS), Rosedale Road, Princeton, NJ 08541 for their HiSET test received the highest rating from the readers (Attachment A). The contract represents the lowest cost to the state.

As a result the Department of Education is recommending approval of a contract with the Educational Testing Service.

Respectfully submitted,



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

S:/DCTA/BVR/VRCO/Common/G&C/Educational Testing Service 2014

**Attachment A**  
**SCORING RFP FOR NEW HAMPSHIRE HIGH SCHOOL EQUIVALENCY TEST**

Scoring Criteria		Educational Testing Service (ETS)	CTB McGraw-Hill
Cost	20 pts.	16.66	15.33
Timeframe	5 pts.	5.0	2.33
Alignment to Common Core Standards	10 pts.	9.0	9.83
Multiple Test Bank	5 pts.	4.0	5.0
Data Ownership	5 pts.	2.0	4.83
Supplemental Resources	5 pts.	4.16	3.16
Technology (computer based testing)	8 pts.	7.83	4.66
Supplemental Supports	5 pts.	5.0	.83
Accommodations	5 pts.	4.33	1.16
Cut Scores	10 pts.	6.33	9.0
Professional Development	3 pts.	1.83	3.0
Qualifications of Test Administrators	5 pts.	4.0	4.5
Foreign Language Versions	5 pts.	2.16	2.16
Portability of Test Results	10 pts.	9.5	3.5
Proposal Amount		\$375,000.00	\$420,000.00
<b>** Total Budget Requested</b>		<b>\$562,500.00</b>	<b>\$420,000.00</b>
Total	<b>101 Possible Points</b>	81.80	69.29

\*\* The proposal from ETS was unanimously approved by the readers as the best high school equivalency testing system for New Hampshire. After the proposals were scored ETS reduced the cost for services under the contract to \$375,000.00.

The proposal review team consisted of the following individuals:

**Leslie Haslam**, Exeter Adult Education Program Director and High School Equivalency Test Administrator. Ms. Haslam is the long time director of the Exeter Adult Education program which provides services annually to over 500 teenagers and adults in the Seacoast area. Ms. Haslam is responsible for administering Adult High School, Adult Basic Education, High School Equivalency Test Preparation, Adult Learner Services and ESOL programs.

**Patricia Nelson**, High School Equivalency Test Administrator and Test Administration Trainer, Statewide Staff Development Project Coordinator, Second Start, Concord, NH. Ms. Nelson has over forty year of experience as a GED test administrator, adult education teacher and trainer of adult education staff working in all New Hampshire programs.

**Linda Clark**, Chief High School Equivalency Test Administrator, Grafton County Department of Corrections and Littleton Adult Education Center. Ms. Clark is also a mentor in the Thresholds and Decisions Program at the Grafton County Department of Corrections. She has previous experience as a drug and alcohol counselor and as an elementary and high school teacher.

Subject: EDUCATIONAL TESTING SERVICE 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.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgements. Includes handwritten entries like 'NH Department of Education', 'Educational Testing Service', 'December 31, 2016', '\$375,000.00', and signatures of John Oswald and Virginia M. Barry.

**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.

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**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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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

Services To Be Rendered

1. Educational Testing Service will provide the ETS-owned HiSET assessments (in paper-based and CBT formats, including Alternate Test Forms) as the high school equivalency test identified by NHDOE for the State of New Hampshire for New Hampshire residents seeking an equivalency high school certificate;
2. Educational Testing Service will deliver the HiSET to the NHDOE's approved Test Centers for test taker testing purposes in paper-based and CBT formats;
3. Educational Testing Service will schedule and provide one-time, initial training for appropriate NHDOE staff and to NHDOE-approved test administrators;
4. Educational Testing Service will pre-schedule New Hampshire's test takers via a web-based portal to the state's testing program if requested to do so by NHDOE;
5. Educational Testing Service will provide access to the ETS web-based portal to the NHDOE, test takers, and NHDOE's pre-approved Test Centers with appropriate user identification and password permissions;
6. Educational Testing Service will pre-register test takers for paper-based or CBT assessments (based on individual test taker choice) via the web-based portal and retain test taker data online in an ETS web-based site;
7. Educational Testing Service will provide access to the ETS-owned, online portal where approved NHDOE staff can access test taker data;
8. Educational Testing Service will ship secure paper-based HiSET Test Materials to the Test Centers;
9. Educational Testing Service will review and approve/deny test taker requests for special testing accommodations and confirm the details (including test date and location) and accommodation requirements with the test taker;
10. Educational Testing Service will provide the Alternate Test Form (ATF) to the test center and communicate special accommodation needs and schedule with the test center;
11. Educational Testing Service will deliver CBT HiSET assessments to the Test Centers selected by NHDOE;
12. Educational Testing Service will provide pre-printed return mailing labels to the Test Centers for the secure return to ETS of returnable Test Materials;

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13. Educational Testing Service will notify NHDOE of any incident occurring at the Test Centers;
14. Educational Testing Service will score test taker answer sheets as provided via CBT or in paper-based format;
15. Educational Testing Service will post final score report data online for test taker, Test Center and NHDOE access and enable these users to print HiSET transcripts; and
16. Educational Testing Service will provide specific test summary reports to be subsequently determined, to the NHDOE.

Educational Testing Service will not be responsible for:

1. Paying or subsidizing NHDOE-selected test center;
2. Hiring or managing Test Center personnel or compensating them in any way;
3. Any actions taken by Test Center personnel or occurring at the Test Centers, including but not limited to testing delays, accidents, incidents, test taker actions or other unforeseen circumstances occurring at the Test Centers; and
4. Any security breaches, directly or indirectly caused by test takers or Test Center Personnel and/or by the failure of equipment at the Test Centers.

Educational Testing Service is not liable to the Test Center for any compensation or payment of any kind. All fees or expenses associated with the use of New Hampshire's testing facilities are the responsibility of the Test Center. Test Center staff who administer the HiSET are not employees of ETS. The Test Center may charge a fee to each test taker for the use of the facilities and for the administration of the test. Charging, advertising and collecting such a fee(s) are the responsibility of the Test Center.

with prior approval of the  
Governor and Council.

  
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Terms and Termination of Agreement

1. This Agreement shall be effective from January 1, 2014 through December 31, 2016, with the option for annual negotiated renewals thereafter. The policies and procedures for the newly-introduced HiSET program are in development and changes to them during their development will not impact the prices specified in this agreement.
2. This Agreement may be terminated as follows:
  - a. In the event of a material breach by either Party that is not cured within 30 days after written notice by the non-breaching party; and
  - b. For convenience, upon 120 days prior written notice, provided that in the event of such termination the Parties agree to complete all services that are in progress and provide them pursuant to this agreement.

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New Hampshire Department of Education is responsible for:

1. Pre-approving selected Test Centers for the secure administration of paper-based or CBT HiSET testing and notifying ETS of the NHDOE-selected Test Centers;
2. Establishing policies for the admission of test takers at the Test Centers;
3. Establishing testing guidelines and policies, including ADH compliance policies and procedures, and conducting Test Center compliance audits;
4. Enforcing ETS's guidelines for secure test administrations;
5. Authorizing ETS to provide a license to the NHDOE-approved Test Centers for receipt and use of secure Test Materials;
6. Notifying ETS of NHDOE's choice to close a Test Center, as needed;
7. Managing New Hampshire's high school equivalency program, including distribution of documentation and/or certification(s) as determined and authorized by NHDOE; and
8. Paying ETS for each test battery and subtest ordered by the test-takers.

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**EXHIBIT B**

**Estimated Budget: Limitation on Price: Method of Payment**

**Test Taker Retest Policy**

Test takers who register for all five subtests in one purchase will be permitted to retest at no additional cost up to two times in a 12 month period, beginning with the date of the test battery purchase. The retest attempts must be completed with 12 months from the date of test purchase. The retest fee waiver is only applicable to test takers who schedule to take the full battery. Individuals scheduling subtests rather than full battery testing cannot take advantage of the retest fee waiver and ETS will invoice NHDOE at the fixed unit price of \$15.00 for each test taker who registers to take a subtest.

For test takers who continue to test after the 12 month expiration period, ETS will invoice NHDOE at the fixed unit price of \$15.00 for each subtest ordered and/or a fixed fee of \$50.00 if the full test battery is ordered.

**Estimated Budget**

NHDOE will pay ETS for each test battery and subtest administered in accordance with the fee schedule provided.

<b>Description</b>	<b>Unit of Measure</b>	<b>Fee</b>
Paper-based full test battery*	Each	\$50.00 per test taker
Computer-based full test battery*	Each	\$50.00 per test taker
Paper-based subtest*	Each	\$15.00 per test taker
Computer-based subtest* including ATFs at no additional fee	Each	\$15.00 per test taker
<b>Retest Policy</b>		
In the year of 1 <sup>st</sup> test attempt	Up to two additional attempts included in full test battery fee	No additional cost*
After initial testing year	Base subtest fee	\$15.00 per test taker per subtest
<b>Practice Tests</b>		
Paper-based practice test	Each	\$7.50 per subtest
Computer-based practice test	Each	Price to be determined

\*The retest attempts must be completed within 12 months from the date of test purchase. The retest fee waiver is only applicable to test takers who select to take the full battery. Individuals selecting subtests rather than full battery testing cannot take advantage of the retest fee waiver.

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Practice Tests

Additional provisions regarding practice tests follow:

- a) ETS will offer one practice test in all five subject areas (subtests) at no additional charge as a downloadable PDF on the informational website.
- b) ETS will offer a second practice test in each of the five subject areas (subtests) which will be available for purchases in November 2013.
- c) ETS will offer a Computer-based practice test in Spring 2014 at a price to be determined.
- d) ETS will work with test sites to enable them to be of assistance to test takers who are not able to download practice tests independently.

General Policies and Procedures

Collection and payment of test taker fees will be guided by the following policies:

- a) ETS will not accept mail-in applications for scheduling.
- b) NHDOE is not utilizing the ETS Computer based, online registration system, therefore test takers will schedule directly with the Test Center.
- c) Individual test site fees charged directly by the Test Centers should be paid by test takers at the Test Centers prior to sitting for the scheduled test(s). ETS is not responsible for collecting these fees.

Limitation on Price

The total cost for this Agreement will not exceed \$375,000.00.

<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY2017</u>
(Jan. 1, 2014-June 30, 2014)	(July 1, 2014-June 30, 2015)	(July 1, 2015-June 30, 2016)	(July 1, 2016-Dec. 31, 2016)
\$62,500.00	\$125,000.00	\$125,000.00	\$62,500.00

Method of Payment

ETS will invoice NHDOE on a monthly schedule when the first test in the battery is administered or if it is a subtest only test taker, when the subtest is administered. Payment terms are net 30 days.

Payment 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 specifications of this agreement.

Invoices will be submitted to:

New Hampshire Department of Education  
 Bureau of Adult Education  
 21 South Fruit Street, Suite #20  
 Concord, NH 03301

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**EXHIBIT C**  
**Special Provisions**

**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, arising out of (or which may be claimed to arise out of) any act or omission directly resulting from services rendered by or on behalf 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.**

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

14.1.2 fire and extended coverage insurance covering 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 authorized to do business 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 renewals(s) of insurance required under this Agreement no later than ten (10) days after the renewal 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, prior written notice of cancellation or modification of the policy.

Intellectual Property

1. ETS holds all proprietary rights, including but not limited to, patent, copyright and trade secret, in all Test and related Test Materials of any kind including test items, reports, data, software and proprietary programs used or adapted for use for this program in the State of New Hampshire.
  
2. Neither party may use the other Party's trade name, trademark, service mark, logo or other designations for promotional or marketing activities without the express written permission of the other Party. However, the Parties may list each other as clients or vendors respectively.

Contractor Initials

Date

  
10/7/13

Educational Testing Service (ETS) Marks.

NHDOE acknowledges and agrees that ETS, EDUCATIONAL TESTING SERVICE, and the ETS logo are trademarks and/or service marks of ETS. The test center agrees not to use, reproduce, copy or create materials for promotional purposes or to register and use any Internet Domain Name bearing the ETS name, trademarks or service marks, or the marks of ETS clients or service providers, whether such marks or names now exist or may exist during the Term of this Agreement, without the prior written approval and review of such materials by the Office of the General Counsel of ETS. Notwithstanding anything to the contrary contained in this Agreement, no trademark license is hereby granted to the test center.

Rights Upon Expiration or Termination

Upon expiration or termination of this Agreement, NHDOE shall return to ETS all ETS Confidential Information in its control and/or possession, or destroy the Confidential Information and provide ETS with a statement of destruction signed by a duly authorized officer or representative of such Party.

Force Majeure

Neither Party shall be liable to the other for delays in performance caused by fires, floods, civil riots, strikes, labor controversies, acts of God, acts of war, acts of terrorism, governmental restrictions, shortfalls, or inability to obtain transportation or transmission facilities or other circumstances similar or dissimilar which are beyond the control of the Parties. In the event of any delay in performance due to any such event, the Parties shall promptly notify each other and give a date for completion of services as reasonably extended to overcome the effects of such cause.

Confidentiality

The Parties agree to keep confidential proprietary information, including but not limited to performance, financial, contractual and technical information which may be exchanged during the term of this Agreement. Such information shall not be disclosed to any third party without the prior written approval of the owning Party. Restrictions as to the disclosure and use of confidential and proprietary information shall continue beyond the expiration date of this Agreement.

Contractor Initials JMS  
Date 10/7/13

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 EDUCATIONAL TESTING SERVICE, a(n) New York nonprofit corporation, registered to do business in New Hampshire on October 29, 1973. 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 16<sup>th</sup> day of October, A.D. 2013

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

William M. Gardner  
Secretary of State

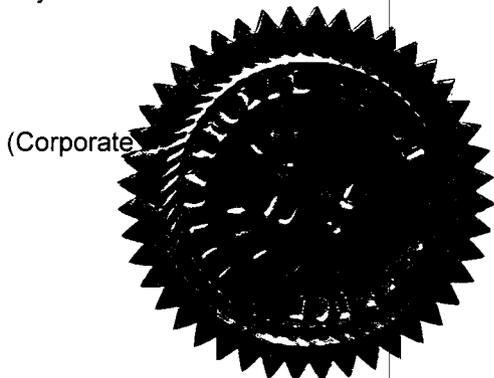
**Certificate of Authority**

I, David Hobson, Clerk/Secretary of Educational Testing Service do hereby certify that:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on January 19-20, 2006, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;
- 4) The following is a true and complete copy of a by-law adopted at an organizational meeting on October 28, 2011;
- 5) The foregoing resolution and by-law are in full force and effect, unamended, as of the date hereof; and
- 6) The following persons lawfully occupy the offices indicated below:

Kurt M. Landgraf, President and CEO  
David Hobson, Secretary  
John Basehore, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 7<sup>th</sup> day of October 2013.

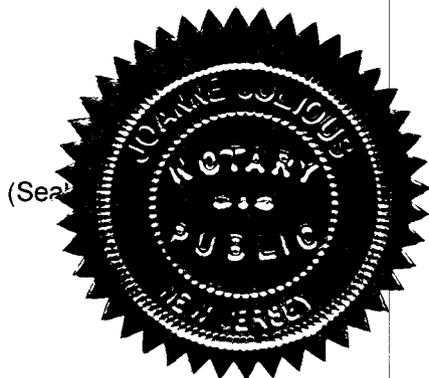


David Hobson  
Secretary

STATE OF New Jersey  
COUNTY OF Mercer

On October 7, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me to be the Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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



Joanne Julious  
Notary Public/Justice of the Peace

JOANNE JULIUS  
Notary Public  
State of New Jersey  
My Commission Expires Jun 21, 2015

## Authorization for Vice Presidents to Execute Contracts

I, the undersigned, Senior Vice President and General Counsel of Educational Testing Service ("ETS"), a corporation duly organized and existing under the Education Law of the State of New York, hereby certify that under the resolution adopted by the Board of Trustees of ETS at its meeting on January 19-20, 2006, I have the right to authorize any regular employee of ETS to execute any and all contracts on behalf of ETS, provided all actions are taken in compliance with internal control procedures and other relevant corporate policies.

In accordance with said resolution, I hereby authorize, John Oswald, Vice President and General Manager, K-12 Assessment Programs, to sign any and all letters of intent, agreements, contracts, subcontracts and other legal documents directly related to the State of New Hampshire, Department of Education, High School Equivalency Testing Program, referred to contractually as ETS (HiSET).

This Authorization shall terminate (i) upon written termination of such authorization of a specific individual by the President and CEO, the Chief Financial Officer, the Treasurer, the General Counsel, or the respective individual's cognizant Senior Vice President (if applicable), or (ii) automatically at such time as the respective individual ceases to be an officer of ETS, whichever is earlier.



Glenn C. Schroeder

Senior Vice President and General Counsel

Date: October 7, 2013

## Authorization for Vice Presidents to Execute Contracts

I, the undersigned, Senior Vice President and General Counsel of Educational Testing Service ("ETS"), a corporation duly organized and existing under the Education Law of the State of New York, hereby certify that under the resolution adopted by the Board of Trustees of ETS at its meeting on January 19-20, 2006, I have the right to authorize any regular employee of ETS to execute any and all contracts on behalf of ETS, provided all actions are taken in compliance with internal control procedures and other relevant corporate policies.

In accordance with said resolution, I hereby authorize, each of the following ETS Vice Presidents to sign any and all letters of intent, agreements, contracts, subcontracts and other legal documents directly related to the business of his or her ETS business unit or division, provided that (i) the applicable document is being executed in the ordinary course of business, and (ii) all actions are taken by the applicable Vice President in compliance with internal control procedures and other relevant corporate policies:

Walt MacDonald	Executive Vice President & Chief Operating Officer
House, N. Gerry	President, ISA
Diane Bailey	Vice President, Production and Logistics
Jay Basehore	Vice President & Treasurer
William C. Draper	Vice President, College Board Programs
T.J. Elliott	Vice President & Chief Learning Officer
Marisa Farnum	Vice President, Assessment Development
Michael Freddo	Vice President & Controller
Bruce Gilbertson	Vice President, Construction & Facilities
Sandra Hernandez	Vice President, Finance
David Hunt	Vice President & Chief Operating Officer, Global
Sheree Johnson-Gregory	Vice President & Associate General Counsel
Stephen Lazer	Vice President, Student & Teacher Assessment
John Mazzeo	Vice President, Statistical Analysis & Psychometric Research
George Miller	Vice President, Strategic Workforce Solutions
Scott Nelson	Vice President, Marketing and Public Affairs & Government Relations
John Oswald	Vice President & General Manager, K12 Assessment Programs
Scott Paris	Vice President, Research
David Payne	Vice President & Chief Operating Officer, High Education Division
Rebecca Pfund	Vice President, IT Production
Steve Pote	Vice President & Chief Quality Officer
George Powell	Vice President, Teacher Licensure and Certification
Anne Rockey	Vice President, Test Taker Services
Linda Tyler	Vice President, New Product Development
Dan Wakeman	Vice President & Chief Information Officer
Scott Weaver	Vice President & Chief Strategy Officer

This Authorization shall terminate (i) upon written termination of such authorization of a specific individual by the President and CEO, the Chief Financial Officer, the Treasurer, the General Counsel, or the respective individual's cognizant Senior Vice President (if applicable), or (ii) automatically at such time as the respective individual ceases to be an officer of ETS, whichever is earlier. This Authorization supersedes all other Authorizations previously given by me.

  
\_\_\_\_\_  
Glenn C. Schoeder  
Senior Vice President and General Counsel

Date: March 14, 2013

Client#: 636260

EDUCATES1

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/30/2013

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).

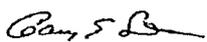
<b>PRODUCER</b> USI Insurance Services - CL/LM 300 Executive Drive West Orange, NJ 07052 973 965-3100	<b>CONTACT NAME:</b> Tracy Gannuscio <b>PHONE (A/C, No, Ext):</b> 973 965-3119 <b>FAX (A/C, No):</b> 610 537-4063 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance C</td> <td>23035</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance C	23035	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Educational Testing Service Rosedale Road Mail Stop 85-D Princeton, NJ 08541														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TB2Z31037343193	09/08/2013	09/08/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$12,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AS2Z31037343183	09/08/2013	09/08/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC2Z31037343173	09/08/2013	09/08/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Evidence of insurance only.**

<b>CERTIFICATE HOLDER</b> Department of Education Bureau of Adult Education 21 South Fruit Street, Suite #20 Concord, NH 03301	<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 
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ETS has identified five (5) pages of its submitted financial information as “confidential and proprietary.” It has requested the information not be released to the general public. This information is on file with the Department of Education.



*Listening. Learning. Leading.*

Educational Testing Service  
Rosedale Road (MS 15-C)  
Princeton, NJ 08541

Office of the Corporate Secretary  
Phone: (609) 734-5959  
Fax: (609) 734-1414  
[www.ets.org](http://www.ets.org)

BOARD OF TRUSTEES  
January 2013

Mr. Robert S. Murley, Chair

Ms. Michela English, Vice Chair

Mr. Wade Henderson, Esq., Vice Chair

Dr. Meria Carstarphen

Dr. Isaac M. Colbert

Dr. Ofelia García

Dr. Melvin N. Johnson

Mr. Vikas Kapoor

Mr. Kurt M. Landgraf

Dr. Henry M. Levin

Dr. Arthur E. Levine

Mr. Earl Lewis

Mr. Victor Menezes

Dr. Piedad F. Robertson

Mr. Arthur J. Rothkopf

Dr. Debra W. Stewart

Dr. Guadalupe Valdés

Dr. Georg Winckler

ETS Board members are independent trustees with the exception of the President and CEO who is an ex-officio member. The independent trustees receive a retainer and are paid a fee for attendance at the four meetings of the Board.

**NEW HAMPSHIRE DEPARTMENT OF EDUCATION**

**REQUIRED DOCUMENTATION**

**ETS AND NHDOE AGREEMENT FOR HISET**

**10/7/2013**

1. Principal Staff and Salaries

Douglas M. Garcia, HISET Director

[REDACTED]

[REDACTED]

Tina C. Hawkins, HISET CPMO Project Manager

[REDACTED]

[REDACTED]

The Salary Range shows minimum possible salary at this job classification through the maximum range.

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**DOUGLAS M. GARCIA**  
**Director, *HiSET***

---

**EXPERIENCE****Educational Testing Service****January 2012 – Present**

September 2013 – Present

**Director, ETS High School Equivalency Test (*HiSET*)**

- Accountability for the end-to-end client relationship of the new ETS High School Equivalency Test (*HiSET*)
- Work directly with key state decision makers to ensure full implementation and successful launch of new product which includes dual mode (online and paper) program
- Provide project leadership and technical expertise to ensure that risks are identified and contingency plans put in place; problems proactively solved, and major issues escalated

January 2012 – September 2013

**Manager of External Relations**

- Monitor international, federal, and state political and legislative activity related to company interest and product lines
- Provide intelligence and analysis to internal business units for potential opportunities at the international, federal, state, and local level
- Provide support for the new High School Equivalency Test (*HiSET*) product line through research of current state policy related to GED

**Hispanic Association of Colleges and Universities****May 2010 – January 2012****Executive Director of Federal Relations and Outreach**

- Responsible for building portfolio with federal agencies and corporations to fully utilize all the resources available to the Hispanic Serving Institutions we represent
- Drafting and implementation of Memorandum of Understanding with federal agencies to better align specific programs and resources for HSIs as well as Hispanic students in Postsecondary Education

**DOUGLAS GARCIA****Page 2 of 4**

- Implemented a series of online webinars with specific agencies to better disseminate information regarding funding opportunities as well as student programs for Hispanic Serving Institutions
- Work with our National Internship Program to provide professional development opportunities for students during their placement in Washington DC, which include workshops with the Peace Corps, the Department of State and the Central Intelligence Agency.

**Office of Governor Robert F. McDonnell**  
**(Secretary of Education's Office)****January 2010 – May 2010****Assistant Secretary of Education**

- Assisted the Governor in the development and implementation of the state's education policy and provided guidance to the 16 public universities, the Virginia Community College System, five higher education and research centers, the Department of Education, the state-supported museums
- Coordinate all legislative matters including successful advocacy and passage of the Governor's education agenda
- Led reform efforts of Charter School policy for the Commonwealth of Virginia. Process will now include an initial analysis by the Department of Education before the local school board makes recommendations

**Office of Governor Kaine**  
**(Secretary of Education's Office)****January 2006 – January 2010****Assistant Secretary of Education**

- Promote the Governor's initiatives in Education
- Work closely with the Department of Education, State Council of Higher Education of Virginia, Jamestown-Yorktown Foundation, Frontier Culture Museum, and Gunston hall for all budgetary and legislative matters.
- Responsible for legislative tracking and regulatory oversight for the Department of Education, and State Council of Higher Education of Virginia
- Lobby the General Assembly on Governor's bills related to Education.
- Staffed the Start Strong Council that gave key recommendations to the Governor for best methods in expanding Pre-K for at risk four year olds.

**DOUGLAS GARCIA****Page 3 of 4**

- Led efforts to implement the Hispanic Youth Institute in Virginia and co-chaired the Hispanic Youth Symposia (George Mason University, University of Richmond, Virginia State University)
- Served as surrogate speaker for Secretary of Education Tom Morris
- Served as designee for Secretary Morris on various boards and commissions
  1. Governor's Economic Development Task Force (Development of Economic Development Strategic Plan).
  2. Governor's Urban Policy Task Force (Developed Urban Policy Recommendations related to K-12 and Higher Ed)
  3. Cabinet Technology Team (Work with Education agencies and VITA representatives on all matters dealing with implementation of CGI-AMS)
  4. Virginia Latino Advisory Board (Ex officio member who provides support in area of education policy)
    - Coordinated the Governor's Latino Summit in 2008. Summit brought together state agencies to better inform service providers on different initiatives and programs to best serve the Latino Community in the Commonwealth.
    - Worked with the State Council of Higher Education of Virginia to include pertinent information regarding navigating the College process be translated into Spanish on their website.
    - The Department of Education will be translating portions of their website into Spanish to better serve the community.
  5. Virginia Asian American Advisory Board (Ex officio member)
  6. Virginia Israel Advisory Board (Ex officio member)

**Kaine for Governor****May 2002 – November 2005****Executive Assistant to Lt. Governor Timothy M. Kaine**

- Policy Research, assisted in the research of policy for future consideration and introduction of legislation
- Constituent Services, drafted responses to constituent letters and aided constituents on matters dealing with State Agencies
- Intern Coordinator, responsible for the recruitment, hiring and supervision of interns in the Lt. Governor's office
- Full time aide to the Lt. Governor, travel to various events and assist in logistics of meetings
- Spearheaded the translation of the Lt. Governor's website into Spanish, (one of only two Lt. Governor's office in the country to have a website completely in Spanish)

**DOUGLAS GARCIA****Page 4 of 4****EDUCATION**

Bachelor of Arts 2002  
Majors: Political Science, International Affairs  
Concentration: Latin America  
James Madison University, Harrisonburg Virginia

**ACTIVITIES**

- University of Virginia, Sorensen Institute for Political Leadership class of 2009
- Board of Directors of A.H.A.R. (Association of Hispanic Americans of Richmond) Non-profit Organization that provides a variety of services for the growing Latino population of the Richmond Metropolitan area. Coordinate the delivery of ESL classes for Adult students.
- Education Coordinator for LULAC council 4611. Initiated and implemented a pilot project at Elkhardt Middle school in the city of Richmond. VA Commonwealth University Students assist in working one on one with sixth grade students in an after school setting.
- Chaired the Metro-Richmond Voter Registration and Education Project, was responsible for organizing voter registration drives within the community to help register over 500 individuals for the 2004 Election Cycle.

**COMPUTER SKILLS**

Microsoft Word, PowerPoint, Excel, Micro Case 4.51

Fluent in Spanish

**TINA C. HAWKINS**  
***HiSET* CPMO Project Manager**

---

**PROFESSIONAL EXPERIENCE**

**Educational Testing Service, Princeton, NJ**

**August 2000 – Present**

- 2012 – Present     **Project Manager, CPMO.** Responsible for the definition of the project scope, goals and deliverables for the High School Equivalency Test (*HiSET*). Highly effective leading cross-functional teams to develop business and functional requirements for the new *HiSET* Portal. Understand when to implement and manage project changes and interventions to achieve project outputs as demonstrated in the recent delivery of the new Test at a Glance and sample items. Served as Project Manager on a multi-year College Board initiative project to implement design changes to select Advanced Placement exam titles. Skilled at maintaining effective, collaborative relationships with all project stakeholders in a highly specialized, matrix organization. Ensure all project schedules adhere to Corporate Project Management Office best practices. Develop and manage risk and issue logs. Perform After-Action Reviews of key project phases and activities to identify opportunities for improvement. Implement document and change control procedures for key project documentation. Develop and manage project budget.
- 2010 – 2012     **Project Administrator.** Responsible for working with Senior Project Management and maintaining project management procedures. Help develop and maintain 10 project plans including schedules, risks, and communications. Successfully launched three new Advanced Placement Test titles in May 2012. Strong background in facilitation of Client meetings, managing the project budget, development and implementation of processes for Change Management.
- 2008 – 2010     **Project Planner.** Responsible for the development of requirements and specifications for Advanced Placement and NBPTS RFPs and contracts. Responsible for the development and change management process for the AP Course and Exam project with a budget of 5 MIL. Responsible for NBPTS scoring sites budget of 2.5 MIL. Responsible for reconciliation of Advanced Placement scoring site expenses of 12 MIL. Responsible for reconciliation of all NBPTS travel and site expenses. Successfully managed all aspects of NBPTS scoring site agreements with ETS Supplier Management Department. Development and maintenance of SOPs. Responsible for the successful delivery of the Advanced Placement operational reading site deliverables. Management of clients and external suppliers on the AP and NBPTS projects. Project lead for all NBPTS Scoring Sites and Training Event.
- 2004 – 2008     **Process Coordinator.** Responsible for the coordination of all NBPTS site logistics, travel, and budget tracking and reconciliation. Managed scoring site requirements and specifications for 6 AP and 25 NBPTS scoring facilities. Developed NBPTS and AP conference specifications for training events.

**TINA HAWKINS****Page 2 of 2**

- Oversaw the creation of the travel web page for NBPTS program. Strong knowledge of ETS travel processes
- 2002 – 2004 **Staff Associate I.** Responsible for the coordination of all NBPTS site logistics, travel, and budget tracking and reconciliation. Managed scoring site requirements and specifications for 25 NBPTS scoring facilities. Provided daily support and coverage for NBPTS scoring operations phone line. Provided administrative support for two NBPTS Business Directors.
- 2000 – 2002 **Staff Assistant II.** Provided first level support for incoming Help Desk calls for Technical Services Group in the Teaching and Learning Division. Handled telephone inquiries from customers and site supervisors. Responsible for computer and equipment inventory.
- Monday Morning Management, Princeton, NJ** 1998 – 2000
- Educational Testing Service, Princeton, NJ** 1996 – 1997  
**Customer Service Specialist**
- H.I. Rib & Co.** 1996 – 1997  
**Assistant Manager.** Management of 15+ staff. Prepared weekly work schedule for staff. Produced inventory and budget reports. Responsible for daily cash reconciliation.
- Cala's Italian Restaurant** 1988 – 1996  
**Manager.** Responsible for the front and back end management. Oversaw installation and training on the new point of sales system. Financial.

**EDUCATION**

A.A.S. in Business Administration and Hotel, Restaurant and Institution Management  
Mercer County Community College, 1988/1996

Project Management Training:

Essentials of Project Management, Northeastern University at ETS, 2008

MS Project II, Mercer County Community College, 2008

MS Project I, Mercer County Community College, 2005

Toastmasters International – 2012

**RECOGNITION**

ETS Spot Award Recipient, 2012, 2011, 2010, 2009 & 2008

ETS Presidential Award Recipient, 2007



**EDUCATIONAL TESTING SERVICE**

**Charter and Bylaws**

**Revised October 28, 2011**

CHARTER

The University of the State of New York Education Department

Absolute Charter of

EDUCATIONAL TESTING SERVICE

THIS INSTRUMENT WITNESSETH That the Board of Regents for and on behalf of the Education Department of the State of New York has granted this absolute charter incorporating George F. Zook, Joseph W. Barker, Lester Nelson, Oliver C. Carmichael and Edward S. Noyes and their associates and successors as an educational corporation under the corporate name of Educational Testing Service, to be located in the city, county and State of New York.

The purposes for which the corporation is formed are to engage in, undertake and carry on services, research and other activities in the field of educational testing and such other activities as may be appropriate to such purpose.

Raymond B. Allen, Joseph W. Barker, Oliver C. Carmichael, James B. Conant, J. W. Fulbright, Herold C. Hunt, Katharine E. McBride, Thomas R. McConnell, Lester Nelson, Edward S. Noyes, Francis T. Spaulding and George F. Zook shall constitute the first board of trustees. The board shall have power to adopt bylaws, including therein provisions fixing the method of election and the term of office of trustees, and shall also have power, by vote of three-fourths of all the members of the board of trustees, to change the number of trustees, to be not more than 25 nor less than nine.

The corporation hereby created shall be a nonstock corporation organized and operated exclusively for educational purposes, and no part of its earnings or net income shall inure to the benefit of any individual; and no officer, member or employee of the corporation shall receive or be entitled to receive any pecuniary profit from the operations thereof, except reasonable compensation for services.

The principal office of the corporation is to be located in the city, county and State of New York.

(Seal of the University of  
the State of New York)

Granted December 19, 1947 by the  
Board of Regents for and on behalf  
of the State Education Department,  
executed under the seal of said  
Department and recorded therein.  
Number 5515

(signed) WILLIAM J. WALLIN  
Chancellor

(signed) FRANCIS T. SPAULDING  
President of the University  
and Commissioner of Education

## BYLAWS

(As amended October 28, 2011)

### ARTICLE I

#### Board of Trustees

**SECTION 1. Powers.** The property, business and affairs of the Corporation shall be managed by a Board of Trustees which shall have complete control of its policies, operations and finances. The Corporation shall not have members.

**SECTION 2. Activities and Policies.** Without limiting in any way the complete control of the Board of Trustees over the management of the affairs of the Corporation:

- (a) The Corporation, among other things, shall engage in the following activities:
- (i) Undertake and carry on the educational testing services and test sales activities now conducted by American Council on Education, College Entrance Examination Board, and The Carnegie Foundation for the Advancement of Teaching, perform the testing and measurement work now being done by their operational offices under contract with government departments and other groups and undertake and carry on other similar projects;
  - (ii) Counsel test users on the techniques of measurement, on the interpretation of test results and on the values, both general and specific, of systematic testing and measurement programs;
  - (iii) Serve, with the cooperation of other testing agencies, as a clearinghouse of information about research projects in the field of testing and measurement;
  - (iv) Determine the major areas in which research in testing and measurement is desirable and encourage, carry on and arrange for research in those areas;
  - (v) Promote the understanding of scientific educational measurement and appraisal, the use of testing at all levels and the maintenance of the highest standards in testing;
  - (vi) Undertake and carry on from time to time such new testing and measurement services as may be requested by American Council on Education and College Entrance Examination Board; and

- (vii) Provide teachers, parents, and students--children, youth, and adults--with products and services to improve learning and to improve informed decision-making about opportunities;
  - (viii) Enhance educational opportunities for Black, Hispanic, and other minority students and for the educationally disadvantaged;
  - (ix) Initiate, undertake and carry on from time to time such other advisory services and operational testing and measurement services and such other projects in the field of tests and measurements as shall seem desirable.
- (b) So far as practicable the operations of the Corporation shall be conducted in accordance with the following policies:
- (i) The Corporation shall be constantly sensitive and responsive to the needs and desires of educational institutions at all levels; the greater its size the more imperative must be its awareness and recognition of the diverse interests of the institutions using its services;
  - (ii) The Corporation shall keep constantly informed of the changing needs and developments of education, shall maintain a close relationship with existing organizations representative of the various educational interests of all types and at all levels and, whenever practicable, shall use those organizations to ascertain the areas in which tests are needed and to define the objectives to be measured, and shall recognize the responsibility of those organizations to define the character and outcomes of educational programs;
  - (iii) Services provided by the Corporation shall, in general, be self-supporting, except for certain advisory services and research projects.

SECTION 3. Number, Term of Office, Election and Eligibility. The Board of Trustees shall consist of up to twenty Trustees, chosen in the following manner:

- (a) The President and Chief Executive Officer of the Corporation, upon appointment as President and Chief Executive Officer by the Board of Trustees.
- (b) At the annual meeting in 2002 and at the annual meeting in each year thereafter, the Board of Trustees shall elect such number of Trustees as needed to maintain a board of up to nineteen Trustees in addition to the President and Chief Executive Officer of the Corporation. Trustees shall be elected for a three-year term from a panel of candidates nominated by the Committee on Governance and Human Resources of the Board of Trustees of the Corporation, or nominated by any Trustee at the meeting.
- (c) All Trustees elected as provided in paragraphs (a) and (b) above shall serve until the final adjournment of the annual meetings at which their respective terms of office shall expire and until their successors shall have been duly elected.

- (d) No person shall be eligible for election as Trustee at any meeting, either for a full term or for an unexpired term, if that person shall have served as a Trustee for a period of one-hundred-eight consecutive months unless at least one year shall have elapsed since such period of service or unless that person shall have been elected to and is committed to fulfilling a three-year term as Chair or Vice Chair, such term extending beyond said one-hundred-eight consecutive months of service.
- (e) At the completion of his or her term as Chair or Vice Chair of the Board, said Trustee will remain on the Board for one additional, three-year term, providing for continuity of service and institutional memory.

SECTION 4. Vacancies. In case of any vacancy on the Board of Trustees caused by the death, resignation or removal of any Trustee, other than the President and Chief Executive Officer of the Corporation, a successor shall be elected by the Board of Trustees at the next meeting of the Board of Trustees after such vacancy has been created, from a panel of candidates nominated by the Committee on Governance and Human Resources or nominated by any Trustee at the meeting.

SECTION 5. Resignation. Any Trustee may resign at any time by giving written notice to the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If any Trustee shall fail to attend three consecutive meetings of the Board of Trustees without excuse accepted as satisfactory by the Board of Trustees, the Trustee shall be deemed to have resigned and the vacancy shall be filled.

SECTION 6. Organization. At each meeting of the Board of Trustees, the Chair of the Board of Trustees or, in the Chair's absence, the Vice Chair of the Board of Trustees or, in the absence of the Vice Chair, a chair chosen by the majority of the Trustees present shall preside. The Secretary shall act as secretary of the meetings of the Board of Trustees. In case the Secretary shall be absent, the chair may appoint any person to act as secretary of the meeting.

SECTION 7. Place of Meeting. The Board of Trustees may hold its meetings at such place or places within or without the State of New York as the Board of Trustees may from time to time by resolution determine.

SECTION 8. Annual Meeting. An annual meeting of the Board of Trustees shall be held in October of each year through 2004. Beginning in January 2005, the annual meeting will be held in April for the election of the Chair and Vice Chair of the Board for the ensuing year and for the election of Trustees and for the transaction of such other business as may come before the meeting. The time and place of the annual meeting in each year shall be fixed by resolution of the Board of Trustees or, if the Board of Trustees shall not take such action before March 1 in any year, by the Executive Committee or, if the Executive Committee shall not take such action before March 1 in such year, by the President and Chief Executive Officer.

SECTION 9. Other Meetings. Meetings, in addition to the annual meeting, of the Board of Trustees may be called at any time by the Chair of the Board of Trustees or by the President and Chief Executive Officer, and shall be called by the Chair of the Board upon the written request of any three other Trustees. Any such meeting shall be held at the time and place fixed in the notice of the meeting.

SECTION 10. Notice of Meetings. Notice of the time and place of every meeting shall be mailed not less than five days and not more than thirty days before the meeting to the usual address of each Trustee. Subject to the provisions of Article IX hereof, it shall not be necessary to state the purpose of any meeting in the notice of the meeting. Notice of any meeting may be waived in writing or by telegraph either before or after the meeting.

SECTION 11. Quorum and Manner of Acting. A majority of all the Trustees shall constitute a quorum for the transaction of business at any meeting, except as otherwise provided by law or in this Section. As used in these Bylaws, "all the Trustees" means the total number of Trustees entitled to vote which the Corporation would have if there were no vacancies. During any emergency period following a national catastrophe due to enemy attack, a majority of the surviving members of the Board who have not been rendered incapable of acting, or prevented from attending the meeting of the Board either due to physical or mental injury or incapacity or due to the difficulty of transportation to the place of meeting, shall constitute a quorum for the transaction of all business of the Corporation, including filling vacancies on the Board of Trustees and among the elected and appointed officers of the Corporation. Except as otherwise provided in these Bylaws, the action of a majority of the Trustees present at any meeting at which a quorum is present shall be the action of the Board of Trustees. In the absence of a quorum, a majority of the Trustees present at any meeting may adjourn the meeting from time to time until a quorum be had. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if all the Trustees consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto shall be filed with the minutes of the proceedings of the Board. Any one or more Trustees may participate in a meeting of the Board of Trustees by means of a telephone conference or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

SECTION 12. Order of Business. The order of business at all meetings of the Board of Trustees shall be determined by the Board.

SECTION 13. Fees. To the extent permitted under the laws of the State of New York, the Board of Trustees may establish reasonable fees for attendance of Trustees at meetings of the Board of Trustees, and may also establish reasonable fees for attendance of other persons who shall be requested by the Board of Trustees or by the Chair of the Board to attend such meetings. To the extent permitted under the laws of the State of New York, the Board of Trustees may also establish reasonable fees for attendance of members of the Executive Committee or of any standing or special

committee at meetings of such committee and for attendance of other persons who shall be requested by such committee or by the chair thereof to attend such meetings. The Board of Trustees may also authorize reimbursement for reasonable traveling and other expenses incurred in connection with attendance at any such meetings.

## ARTICLE II

### Officers and Committees

SECTION 1. Officers. The Board of Trustees shall elect a Chair and one or more Vice Chairs of the Board and shall appoint a President and Chief Executive Officer, a Chief Financial Officer/Treasurer, one or more Vice Presidents, a Secretary, and such other officers of the Corporation as it may determine. The Chair and Vice Chair shall be Trustees. Unless otherwise provided in the resolution of appointment, each officer shall hold office until his or her successor has been elected or appointed and qualified, or until earlier resignation or removal, and need not be elected or appointed annually. Any two or all of the offices of Vice President, Secretary, and Chief Financial Officer/Treasurer may be held by the same person.

SECTION 2. Committees. The Board of Trustees, by resolution adopted by a majority of all the Trustees, shall elect from among its members an Executive Committee, Audit Committee, Committee on Finance and Investments, Committee on Program Quality and Research, and a Committee on Governance and Human Resources as hereinafter provided. The Board of Trustees may also establish other committees of the Board, each consisting of three or more Trustees, and with such powers as the Board of Trustees shall from time to time deem desirable. The chair of each committee shall be appointed by the Board of Trustees from among the members of the Board.

SECTION 3. Removal. Any officer or employee, except an officer or employee engaged under special contract, or any member of any committee may be removed or suspended with or without cause by a majority vote of the Board of Trustees at any regular or special meeting. Any Trustee or any officer or employee engaged under special contract may be removed or suspended from office by vote of a majority of all the Trustees, on examination and due proof of the truth of a written complaint by any Trustee, of misconduct, incapacity or neglect of duty; provided, that at least one week's previous notice of the proposed action shall have been given to the accused and to each Trustee; provided further that any such person may also be removed or suspended from office in any other manner that may be according to law. Any employee, except an employee engaged under special contract, may be removed or suspended with or without cause by any committee or officer upon whom such power of removal or suspension shall have been conferred by the Board of Trustees.

SECTION 4. Resignations. Any officer or committee member may resign at any time by giving written notice to the Secretary. Any such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. Vacancies. A vacancy in any office or committee because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed by these Bylaws for regular election or appointment to such office or committee.

SECTION 6. Chair and Vice Chair of the Board. The Chair of the Board, or in the Chair's absence, the Vice Chair of the Board shall preside at the meetings of the Board of Trustees and of the Executive Committee. They shall have such other duties as may from time to time be assigned to them by the Board of Trustees and shall receive such compensation therefore, if any, as may be fixed by the Board of Trustees.

SECTION 7. The President and Chief Executive Officer. The President and Chief Executive Officer shall be the chief executive officer of the Corporation and shall supervise and direct the operations of the Corporation. The President and Chief Executive Officer shall receive such salary as may be fixed by the Board of Trustees. Subject to the approval of the Board of Trustees, the President and Chief Executive Officer shall fix the salaries of all other officers, except the Chair and Vice Chair of the Board, and of all employees of the Corporation, and shall establish such offices of the Corporation in addition to its principal office as he or she shall deem desirable. The President and Chief Executive Officer shall perform all the duties incident to the office of President and Chief Executive Officer and such other duties as from time to time may be assigned by the Board of Trustees.

SECTION 8. The Chief Financial Officer/Treasurer. The Chief Financial Officer/Treasurer will, subject to the supervision and direction of the President and Chief Executive Officer, perform such duties as from time to time may be assigned by the President and Chief Executive Officer or by the Board of Trustees. The Chief Financial Officer/Treasurer, who shall either be the Treasurer or the officer to whom the Treasurer shall report, shall, if required by the Board of Trustees, give a bond for the faithful discharge of duties, in such sum and with such sureties as the Board of Trustees shall require. The Chief Financial Officer/Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation and shall deposit all such funds in the name of and to the credit of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with Section 4 of Article III of these Bylaws. The Chief Financial Officer/Treasurer shall regularly enter or cause to be entered in the books kept under her or his direction for this purpose full and adequate account of all moneys received and expended for account of the Corporation. The Chief Financial Officer/Treasurer shall exhibit such books of account and records to any of the Trustees of the Corporation at any time upon request at the office of the Corporation where such books and records are kept and shall render a detailed statement of his or her accounts and records to the Board of Trustees as often as it shall require the same. The Chief Financial Officer/Treasurer may endorse all checks

or other orders for the payment of money for deposit on behalf of the Corporation. The Chief Financial Officer/Treasurer may sign all receipts and vouchers for payments made to the Corporation. The Chief Financial Officer/Treasurer shall perform all of the duties incident to the office of Chief Financial Officer/Treasurer and such other duties as from time to time may be assigned by the Board of Trustees.

SECTION 9. Vice Presidents. Each Vice President shall perform such duties as from time to time may be assigned by the President and Chief Executive Officer or by the Board of Trustees. Unless otherwise directed by the President and Chief Executive Officer or by the Board of Trustees, each Vice President shall report to the President and Chief Executive Officer.

SECTION 10. The Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Executive Committee and shall keep minutes thereof in the proper book or books to be provided for that purpose. The Secretary shall see that all notices required to be given are duly given and served. The Secretary shall be custodian of the seal of the Corporation and shall affix the seal, or cause it to be affixed, to all documents, the execution of which on behalf of the Corporation, under its seal, is duly authorized in accordance with the provisions of these Bylaws. The Secretary shall have charge of the books, records and papers of the Corporation relating to its organization and management as a corporation, and shall see that the reports, statements and other documents required by law are properly kept and filed. The Secretary shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Trustees.

SECTION 11. Other Officers. Any other officers appointed by the Board of Trustees shall have such duties as may be assigned to them from time to time by the Board of Trustees.

SECTION 12. The President and Chief Executive Officer shall, with the approval of the Board of Trustees or the Executive Committee designate an officer to perform all the duties of the President and Chief Executive Officer in the absence or incapacity of the President and Chief Executive Officer.

SECTION 13. Executive Committee. The Executive Committee shall consist of such number of Trustees, not less than five, as shall be fixed from time to time by the Board of Trustees. The Chair and Vice Chair of the Board of Trustees and the President and Chief Executive Officer shall be members ex officio of the Committee. The other members shall be appointed by the Board of Trustees. The Executive Committee shall have such of the powers of the Board of Trustees between meetings of the Board of Trustees as the Board of Trustees may authorize, but it shall not have the power to fill vacancies on the Board of Trustees or any of its committees, to remove any officer elected or appointed by the Board of Trustees or any member of any committee

appointed by the Board of Trustees, to fix compensation of the Trustees for service on the Board of Trustees or on any committee, or any power to amend the Charter of the Corporation or to amend these Bylaws.

SECTION 14. The Committee on Finance and Investments shall consist of such number of members, not less than three, as shall be fixed from time to time by the Board of Trustees. The President and Chief Executive Officer shall be a member ex officio of the Committee. The other members, at least two of whom shall be Trustees, shall be appointed by the Board of Trustees. The Committee shall recommend the policies and regulations governing the Corporation's investments in securities, select investment manager(s), monitor the performance of the investment manager(s), and shall report regularly to the Board of Trustees on these and such matters connected with investments as may from time to time be directed by the Board of Trustees. The Committee shall consider and report on such matters connected with the finances of the Corporation as may from time to time be directed by the Board of Trustees. Prior to the end of each fiscal year, the Committee shall submit a budget for the next fiscal year to the Board of Trustees.

SECTION 15. The Committee on Governance and Human Resources shall consist of such number of Trustees, not less than three, as shall be fixed from time to time by the Board of Trustees. The members shall be appointed by the Board of Trustees. Neither the President and Chief Executive Officer nor any other employee of the Corporation shall be eligible for membership on the Committee on Governance and Human Resources. It shall submit to the Secretary of the Corporation before any meeting at which candidates to be nominated by the Committee on Governance and Human Resources are to be elected as provided in Sections 3 and 4 of Article I nominations of candidates as provided in said Sections. The Secretary shall promptly advise each Trustee of any nominations received from the Committee on Governance and Human Resources. The Committee shall submit to the Board of Trustees for approval a slate of candidates to hold board and committee leadership positions and recommendations for the composition of the standing committees of the Board. The Committee shall advise the Board of Trustees on matters that pertain to the effective deployment of the organization's human resources, whether Trustees, officers, or staff. The Committee on Governance and Human Resources shall have such other duties as may be directed by the Board of Trustees.

SECTION 16. Audit Committee. The Audit Committee shall consist of such number of Trustees, not less than three, as shall be fixed from time to time by the Board of Trustees. The members shall be appointed by the Board of Trustees. Neither the President and Chief Executive Officer nor any other employee of the Corporation shall be eligible for membership on the Audit Committee. The Committee shall assist the Board of Trustees in fulfilling its fiduciary responsibilities relating to the accounting and financial reporting practices of the Corporation, as well as other practices that pertain to the quality of products and services and the processes by which they are developed. It shall recommend annually to the Board the selection of independent public accountants to audit the books and accounts of the Corporation. It shall also act as a liaison between the Board of Trustees and the independent accountants; shall review with the

independent accountants the audited financial statements of the Corporation prior to recommending their approval by the Board of Trustees; shall monitor the effectiveness of independent financial audits; shall inquire into the effectiveness of the Corporation's management of financial and accounting functions, including its internal auditing methods and management of risks; shall review the independent accountant's recommendations to management relating to organization, internal control and financial operations; and shall have such other duties as may from time to time be directed by the Board of Trustees.

SECTION 17. Committee on Program Quality and Research. The Committee on Program Quality and Research shall consist of such number of Trustees, not less than three, as shall be fixed from time to time by the Board of Trustees. The President and Chief Executive Officer shall be a member ex officio of the Committee. The other members, at least three of whom shall be Trustees, shall be appointed by the Board of Trustees. The Committee on Program Quality and Research shall assure the Board of Trustees that the organization's products are of high quality and adhere to appropriate professional standards that are sufficiently rigorous given the nature of the products and the stated uses and consequences of their use. The Committee shall conduct an annual review of program adherence to the standards to assure that findings have been adequately and reasonably reported and that there is an adequate process in place to monitor compliance with the standards. The Committee shall provide advice to the Board of Trustees about appropriate test use and efforts to improve the appropriate use and fairness of tests. It shall determine the adequacy of the organization's research agenda and shall monitor progress toward the implementation of efforts to fulfill the organization's social mission.

SECTION 18. Committee Meetings. The President and Chief Executive Officer or the chair of any committee may, and the Secretary of the Corporation upon the written request of any two members of the committee shall, call meetings of that committee at any time. Any such meeting shall be held at the time and place fixed in the notice of the meeting.

SECTION 19. Notice of Meetings. Notice of the time and place of any committee meeting shall be given to each member of the committee in writing mailed not less than five days nor more than thirty days before the meeting or by facsimile, telephone or by telegram or delivered personally not less than three days before the meeting. The notice of the meeting need not state the purpose of the meeting.

SECTION 20. Waiver of Notice of Committee Meetings. Anything in these Bylaws or in any resolution adopted by any committee to the contrary notwithstanding, notice of any meeting of the Executive Committee or of any standing or special committee need not be given to any member thereof if such notice shall be waived by such member in writing or by telegram either before or after the meeting. Any meeting of any committee shall be a legal meeting without notice having been given if all the members of the Committee shall be present thereat or shall have so waived notice thereof.

SECTION 21. Quorum and Manner of Acting. One-half of the members of any committee shall constitute a quorum. The action of the majority of those members present at a meeting at which a quorum is present shall be the action of the committee. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto shall be filed with the minutes of the proceedings of the committee. Any one or more members of any committee may participate in a meeting of such committee by means of a telephone conference or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participating by such means shall constitute presence in person at a meeting. Each committee shall keep a record of its acts and proceedings and report the same from time to time to the Board of Trustees.

### ARTICLE III

#### Contracts, Loans, Checks, Drafts and Bank Accounts

SECTION 1. Execution of Contracts. The Board of Trustees may authorize any officer, employee or agent, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances, and unless so authorized by the Board of Trustees, no officer or employee or agent 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 pecuniarily for any purpose or to any amount.

SECTION 2. Loans. No loan shall be contracted on behalf of the Corporation unless authorized by the Board of Trustees. When thus authorized by the Board of Trustees so to do, any officer or employee of the Corporation may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation and, when thus authorized so to do, may pledge, hypothecate or transfer any securities or other property of the Corporation as security for any such loans or advances. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts and Money Orders. All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or evidences of indebtedness of the Corporation, shall be executed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Trustees.

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

selected by any officer or employee of the Corporation to whom such power may from time to time be delegated by the Board of Trustees; and for the purpose of such deposit any officer of the Corporation, or any employee of the Corporation to whom such power may be delegated by the Board of Trustees, may endorse, assign and deliver to any such depositary checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

SECTION 5. General and Special Bank Accounts. The Board of Trustees may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositaries as the Board of Trustees may select, and may make such special rules and regulations with respect thereto not inconsistent with the provisions of these Bylaws, as it may deem expedient.

#### ARTICLE IV

##### Fiscal Year and Audit

Beginning in January 2005, the fiscal year of the Corporation shall be the calendar year. Until that time the fiscal year shall commence on the first day of July in each year. At least once in every fiscal year there shall be an audit of the books and accounts of the Corporation by independent public accountants of good standing selected by the Board of Trustees.

#### ARTICLE V

##### Seal

The seal of the Corporation shall be in such form and shall bear such words or symbols as the Board of Trustees may determine.

ARTICLE VI

Offices

In addition to its principal office in Lawrence Township, in Mercer County, in the State of New Jersey, the Corporation shall maintain such other offices as the President and Chief Executive Officer shall determine, subject to the approval of the Board of Trustees.

ARTICLE VII

Indemnification

The Corporation shall indemnify Trustees and officers and their estates and advance expenses to the maximum extent provided by, but subject to the limitations contained in, SS 721-726 of the New York Not-for-Profit Corporation Law. The Corporation may also carry insurance for indemnification of Trustees and officers as provided in S 727 of said law. The Corporation shall indemnify corporate personnel other than Trustees and officers, and their estates and advance expenses, in the same manner as provided by, but subject to the limitations contained in, SS 721-726 of the New York Not-for-Profit Corporation Law.

ARTICLE VIII

Liquidation

SECTION 1. Authorizations. The liquidation of the Corporation may be authorized at any regular or special meeting of the Board of Trustees only by a vote of not less than three-fourths of all the Trustees.

SECTION 2. Distribution of Assets. Upon liquidation of the Corporation the assets of the Corporation shall be distributed as provided in the laws of the State of New York as from time to time amended.

ARTICLE IX

Amendments

SECTION 1. Charter. Subject to such approval by the Board of Regents of the State of New York as may be required by law, the Charter of the Corporation may be amended at any meeting of the Board of Trustees by a vote of three-fourths of all the Trustees, provided that a notice of such meeting stating the substance of such amendment shall have been mailed to each Trustee at his or her usual address not less than five and not more than thirty days before the date of such meeting. The Charter of the Corporation may also be amended in such other manner as may be specified in the Education Law of the State of New York.

SECTION 2. Bylaws. Except as otherwise provided in the Charter of the Corporation, these Bylaws may be amended at any meeting of the Board of Trustees by vote of two-thirds of all the Trustees, provided that a notice of such meeting stating the substance of such amendment shall have been mailed to each Trustee at her or his usual address not less than five and not more than thirty days before the date of such meeting.

SECTION 3. Proposal of Amendments. Any Trustee may propose an amendment to the Charter of the Corporation or to these Bylaws by sending the proposed text thereof in writing to the Secretary with a request that it be presented to the Board of Trustees for action, and the Secretary shall mail notice of such amendment as provided in Sections 1 and 2 of this Article IX and shall submit such amendment to the first meeting of the Board of Trustees to be held not less than fifteen days after the receipt by the Secretary of such proposed amendment and request.