

Virginia M. Barry, Ph.D.
Commissioner of Education
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Paul Leather
Deputy Commissioner of Education
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

July 17, 2014

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Educational Improvement to enter into a **retroactive** contract with New England College, Henniker, NH (vendor code 177176), in an amount not to exceed \$167,860.00 effective upon Governor and Council approval for the period July 1, 2014 through June 30, 2015, to support the Title IIA State Agency for Higher Education (SAHE) initiative for Improving Teaching Quality through a NH Scholars Initiative. 100% Federal Funds

Funding is available in the account entitled Title II Prof Develop as follows:

	<u>FY 15</u>
06-56-56-563010-21830000-082-500599 Education Grants	\$167,860.00

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

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to July 1, 2014 due to time involved for negotiations to take place between the parties during the application process.

A Request for Proposals was developed and posted on the Department website on May 29, 2014 with the deadline for receipt of proposals being June 12, 2014. Only one proposal was received, reviewed and rated using the attached scoring rubric by an evaluation team. The team consisted of the Director for the Division of Educational Improvement and the Education Consultant for Title II-A. They have recommended that New England College be brought forward for approval.

SAHE projects must increase teachers' knowledge of core academic subjects and instructional strategies, to maximize achievement for all students. The Federal government has established strict criteria for awarding sub-grants to eligible partnerships. An eligible partnership must be comprised of at least (1) one institution of higher education (IHE) including its division that

His Excellency, Governor John H. Lynch
and the Honorable Council
July 17, 2014

prepares teachers and principals, (2) one school of arts and sciences, and (3) one high-need local education agency (LEA). The partnerships must use the funds to conduct professional development activities in core academic subjects to ensure that teachers, highly qualified paraprofessionals, and principals have a deep understanding of content and computer-related technology to enhance instruction.

Through the goals of this grant, support will be provided to several underserved regions including rural and urban areas such as North Conway and Manchester, however, Manchester's SAU 37 will be the primary LEA.

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

Respectfully submitted,


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

VMB:hg:emr

Subject:

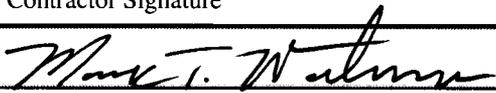
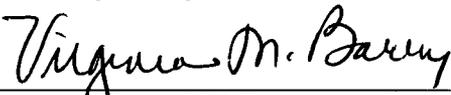
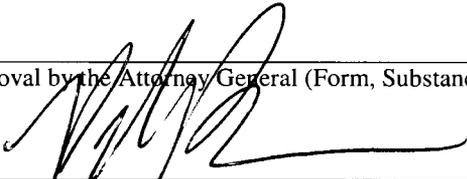
SAHE - Improving Teacher Quality through a NH Scholars Initiative

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH State Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name New England College		1.4 Contractor Address 98 Bridge Street, Henniker, NH 03242	
1.5 Contractor Phone Number 603-225-4199 x 300	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$167,860.00
1.9 Contracting Officer for State Agency Ashley Frame, Title II-A, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-6579	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARK WATMAN, Vice President Academic Affairs	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7-17-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		Kelli Conneely	
1.13.2 Name and Title of Notary or Justice of the Peace KELLI B. CONNEELY, Notary Public My Commission Expires February 2, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/23/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials MW
Date 9/12/11

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

New England College will provide the following services to the New Hampshire Department of Education (NHDOE) beginning July 1, 2014 through June 30, 2015:

Provide a series of professional development opportunities for teachers, including assisting them in better serving students through promotion and advancement of rigorous academic achievement goals.

The focus is to expand state-wide, however, New England College will target Manchester as an underrepresented region to build a clear pathway to college for students. New England College will provide teachers with personalized and customized access to resources to help build this college-ready culture.

The project will have three areas of focus:

1. Improve teacher quality to promote student participation in a rigorous high school curriculum
2. Enhance tools currently available for schools and teachers to encourage education beyond high school; thus increasing the number of students enrolling in postsecondary education
3. Provide professional development opportunities for teachers, principals and guidance personnel

Improve teacher quality to promote student participation in a rigorous high school curriculum and enhance preparation for college

New England College through the NH Scholars program will provide Manchester's teachers with resources that they would not normally have access to. By providing them with these resources, the teachers will be able to offer incentives and constant reinforcement to their students and implement a college-ready culture.

All New Hampshire Scholars will successfully complete these core courses (at a minimum):

4 *English Courses* (English I, II, III, IV)

3 *Mathematics Courses* (Algebra I, Algebra II, Geometry)

3 *Lab-based Science Courses* (Biology, Chemistry, Physics)

3.5 *History & Social Science Courses* (chosen from—U.S. History I & II, World History, U.S. Government, World Geography, Economics, etc.)

2 *Foreign Language Courses* (in the same language)

Teachers will receive professional development training to prepare them to encourage all students to go above and beyond this minimum core course of study. Teachers will help every student develop a 4-year education plan.

Enhance tools currently available for schools and teachers to encourage education beyond high school; thus increasing the number of students enrolling in postsecondary education

New England College will assist business leaders in connecting with teachers to provide workshops, activities and mentoring opportunities to both teachers and students. Teacher training from various business partners will range from college prep, interview skills, resume building, career field-specific discussions, job shadowing, internships, and informational interviews. School personnel will receive support to provide ongoing activities and constant reinforcement to their students. New England College will work with schools to develop business partnerships and assist with coordinating college outreach services.

Project implementation will begin in 8th grade with an early intervention model. Teachers will be trained to present to all 8th grade students. Presentations will be provided by either local business volunteers or trained teachers. Teachers will also be trained and prepared to offer additional activities for students such as peer mentoring (college students and current State Scholars), service learning opportunities and one-on-one counseling.

In grades 9-11, teachers will be trained to provide constant reinforcement and ongoing incentives to students to help keep them on the appropriate path to graduate better prepared for college and career. Constant communication from guidance staff and teachers is expected to assess whether additional resources need to be provided (tutoring, mentors, etc.).

Outcome: Establish 50+ business partnerships with participating schools within the contract period and improve teacher effectiveness by providing tools and resources necessary to relate classroom instruction with real-world learning.

Provide professional development opportunities for teachers, principals, and guidance personnel regarding academic rigor and areas relating to rigor to enhance college-going rates

New England College will collaborate and provide ongoing training with teachers, principals and guidance, and school-to-career staff in all of the following areas:

- Assistance developing business partnerships, including training of business presenters
- Ongoing communication of current trends and information regarding college admissions and financial aid specifically FAFSA, federal aid programs and local resources
- Assistance coordinating college outreach services and presentations
- Monthly newsletters
- Assistance with data collection
- Providing publications, handouts and materials
- Providing promotional banner, seals for diplomas and gold medallions

Training will occur in multiple ways including:

- Initial collaboration when a new school district signs on
- Ongoing communication via email, phone and on-site meetings regarding curriculum, program's goals, college admission, financial aid, current trends in Higher Ed, 21st century skills and career prep

- Training Business leaders and school staff to present various workshops, including the 8th grade PowerPoint and various other programs
- Providing regional NH Scholars College Access Conventions for teachers, school faculty, personnel, partners and students to discuss academic rigor, relevance and relationships. Topics may include early awareness, financial aid, and how to encourage students to go beyond high school.
- Providing a monthly newsletter to all participating school districts covering information on current trends in college admission, financial aid, outreach support and various college planning resources

New England College will provide professional development to teachers and guidance personnel to help them better understand the needs of their students. Professional development will be available in the form of workshops from several partner trainers including: Campus Compact for New Hampshire, The NHHEAF Network Organizations, the NH College & University Council and New England College. Professional trainings will address issues such as socioeconomic challenges, how to better relate to students in the 21st century, tackling issues facing students, etc. These workshops may also provide forums on cultural competency and diversity learning.

New England College will work within its teacher preparation program through regular communication activities and gatherings of faculty and teacher education students to enhance a better understanding of the importance of academic rigor in high school and student success.

Professional Training for Teacher and School Personnel to Assist Students in College Application Process

Three of New England College's partners will collaborate to implement professional training for teachers and school personnel. This training will provide resources and tools for teachers and personnel to assist their students in college planning and college applications. NHHEAF, NHCUC and Campus Compact for NH will lead these activities.

New Hampshire has joined the **American College Application Campaign (ACAC)** and will host **I Am College Bound** college application programs during the month of November. The purpose of the college application program is to provide training to teachers and guidance personnel to increase the number of students who pursue a postsecondary education. Teachers will invite students to submit at least one college admission application during a particular day with the support of their school and local higher education professionals.

New Hampshire's *I Am College Bound* Collaborative (through NHHEAF), in partnership with ACAC, will provide step-by-step support to several at-risk schools including the Manchester School District. Teachers will be trained via a guidebook/toolkit of resources including sample letters, schedules, and checklists. Student participants will receive stickers which read, "*I Am College Bound – I Applied*" and also have the opportunity to win education-related prizes such as Kindle e-readers, book scholarships and scientific calculators. Most notably, however, teachers will receive additional support in helping students to access higher education.

The college application event will be held **at least one day** during the month of **November 2014**, although teachers will be offered professional development to better assist students in advance of the program to ensure they are prepared.

Outcome: Conduct annual professional development conventions for teachers, principals and school personnel. 85% of participants will report that workshops and other communication resulted in increased capacity of students completing rigorous programs and increases in college-going rates. Increased enrollment in rigorous courses will be collected via the i.4.see data system. Furthermore, teachers and school personnel will be fully trained to better assist their students when applying for college.

In an effort to evaluate progress in teacher effectiveness, track student data through high school and onto postsecondary enrollment

The project is aligned with the NH Department of Education's data system, i.4.see. This enables school districts to track student progress through high school by capturing their SASID (student ID number), course number, course level, grade level, credit and grade received. By matching Clearinghouse data, New England College will be able to analyze Higher Education enrollment. In addition, New England College will be able to clearly monitor results in terms of student course selection, grades, test scores, core courses completed, etc. New England College will also be able to assess year-end numbers of students retained and where they are headed (returning to high school, enrolled in postsecondary, etc.).

Publicity Plan:

New England College will take advantage of:

- media outlets and promotional materials to students and families
- a positive word of mouth approach
- reaching out to all of the necessary groups to help create interest
- continuing to develop and distribute a monthly newsletter to hundreds of teachers, school administrators and business leaders.
- writing Op-Ed articles for local newspapers, promoting the expansion of the program
- reaching out to local communities

In the spring of 2015, New England College will host a recognition event, called NH Scholars Day. This event will properly recognize all teachers, principals, counselors, school personnel and students for their success and effectiveness in the program.

EXHIBIT B

BUDGET

Budget (through June 30, 2015)

Salaries & Wages Director & Support Staff	\$63,860.00
Employee Benefits	\$23,426.00
Travel	\$9,000.00
Materials & Supplies Medallions, Postage, etc.	\$12,000.00
Contracts/Services Audit, bookkeeping, PR, website, trainers, overhead	\$29,074.00
Event & Programming Outreach, recognition, conventions, events, etc.	\$28,000.00
Teacher Prep Programming Lead IHE fiscal agent, program support, coordination with partners	\$2,500.00
Total	167,860.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$167,860.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account entitled Title II Prof Develop as follows:

06-56-56-563010-21830000-082-500599

FY 15: \$167,860.00

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

Ashley Frame, M.Ed.
Education Consultant
Bureau of Integrated Programs
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

There are no modifications, additions and/or deletions to form P-37, General Provisions.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New England College is a New Hampshire nonprofit corporation formed March 20, 1947. 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 9th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Without Seal)

I MICHELE PERKINS, President of NEW ENGLAND COLLEGE, do hereby certify that: (1) I am the duly elected and acting, President of NEW ENGLAND COLLEGE, a NEW HAMPSHIRE corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 16th day of MAY, 2014, which meeting was duly held in accordance with NEW HAMPSHIRE law and (State of incorporation)

the by-laws of the Corporation:

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

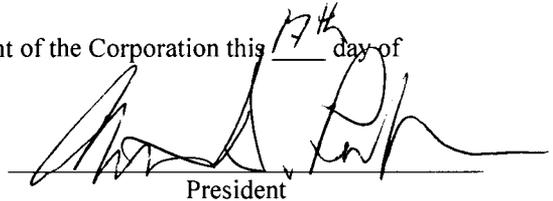
RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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

MICHELE PERKINS President
MARK WATMAN Vice President
PAULA AMATO Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 17th day of July, 2014.


President

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 17 day of July, 2014, before me, Kelli Conneely, the undersigned, personally appeared Michele Perkins, who acknowledged her/himself to be the President of New England College, a corporation, and that she/he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

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

(SEAL)

Kelli Conneely
Notary Public/Justice of the Peace

My Commission expires:

KELLI B. CONNEELY, Notary Public
My Commission Expires February 2, 2016

KELLI B. CONNEELY, Notary Public
My Commission Expires February 2, 2016

CORPORATE BYLAWS
of
NEW ENGLAND COLLEGE

ARTICLE I

Board of Trustees

Section 1. Powers and Prerogatives. The Board of Trustees shall be the governing body of the Corporation exercising all of the powers, rights and prerogatives appertaining to the Corporation under the laws of the State of New Hampshire and of the United States. The Board shall, in these bylaws, and in other policies established by the Board, determine the manner in which it shall govern the Corporation and its operations. There shall be no inherent or presumed power or authority in any other agent, employee, instrumentality or body that operates in the name of or under the authority of the Corporation or the Board, or within the governance structure of the Corporation. The Board may provisionally delegate such of its authority as it shall deem convenient and prudent, provided, that the Board shall always reserve to itself the final and ultimate power and authority to act at any time on any and all matters essential to the proper functioning of the Corporation. Any policy, operating statement or grant of authority adopted by any person or entity acting in the name of or under the authority of the Board or within the governance structure of the Corporation, whether presently existing or hereafter created, that is inconsistent with the reserved powers of the Board established herein, shall not be binding on the Board or the Corporation.

Section 2. Primary Duties and Responsibilities. The primary functions of the Board of Trustees shall be to direct and control the executive and management operations of the Corporation. It shall formulate and establish the general, educational and financial policies as it shall deem necessary, appropriate and convenient for the proper development and management of the Corporation in pursuit of its established purposes. The specific duties of the Board shall include, without implication of limitation, the duties to:

- a. Determine and periodically review the purposes and mission of the College.
- b. Determine and periodically review the educational programs of the College, to ensure that they appropriately support the mission of the College.
- c. Determine and periodically review the organizational structure of the College, including its divisions, schools, programs and offices to ensure that it appropriately supports the mission of the College.
- d. Select, appoint, continue and remove the officers of the Corporation and of the College.

- e. Establish and revise from time to time the general terms and conditions of employment of all faculty and other employees of the Corporation.
- f. Approve and authorize all earned and honorary degrees and diplomas to be awarded by the College.
- g. Establish and authorize all tuition and fee policies to be applicable within the College.
- h. Approve, oversee and establish policies for the approval of changes to the budget of the College, and establish policies for the management of the endowment and investments of the College.
- i. Periodically evaluate the performance of the Trustees, officers of the Corporation and such employees as the Board shall determine is necessary and appropriate to the proper management of the College.
- j. Establish and oversee a plan for the development and maintenance of the physical assets of the Corporation.
- k. Authorize and approve the conduct of any activities of the Corporation not in the ordinary course of business, including without implication of limitation, the acquisition, hypothecation or disposal of real property or major items of personal property, the incurring of long-term or non-trade debt, the construction of new physical facilities or the major renovation of existing physical facilities, and the establishment of policy for the acceptance of gifts.
- l. Authorize all contracts, the general incurring of debts or any other form of obligation that: (i) requires the Corporation to pay money, expend sums or distribute assets, or otherwise is reflected as a liability or expense within the Corporation's financial books and records in excess of Twenty Five Thousand Dollars (\$25,000) in any single fiscal year; or (ii) binds or purports to bind the Corporation for any period of time in excess of eighteen (18) months, whether consecutive or otherwise.

ARTICLE II

Membership of Board of Trustees

Section 1. Number. The Board shall consist of no fewer than fifteen (15) persons and no more than Thirty (30) persons, plus the President of the College as an ex-officio member of the Board.

Section 2. Classes, Terms and Reelection. Members of the Board, other than the President, shall be assigned to three classes of approximately equal numbers of members whose terms shall begin on July 1 following their

election and end on June 30 three years thereafter, except that the term of a Trustee elected to fill a vacancy shall begin immediately upon election (which may occur at any meeting of the Board). One class shall be elected each year at the commencement meeting of the Board, in accordance with Article XIII, Section 2, to take office the following July 1. Trustees shall be eligible for re-election to two successive three-year terms, for a total of nine years of consecutive service. Upon completing a third consecutive term, a Trustee shall not be considered for re-election until one full year after completion of a third term. If a Trustee fills the remainder of another member's vacant term, that term shall not count toward the three term limit, meaning that a Trustee may serve three successive terms following the completely of another member's partial term. If re-elected to the Board after the one year period, a Trustee shall be eligible for re-election to two more successive terms, for a total of nine additional years.

Section 3. Removal. Any member of the Board may be removed from such office, for cause, at any meeting of the Board by affirmative vote of two-thirds (2/3) of the Trustees then in office. Failure to attend three consecutive meetings of the Board shall constitute prima facie cause for removal.

Section 4. Age Eligibility. No person shall be eligible for election as a Trustee prior to attaining the age of eighteen (18) years

ARTICLE III

Trustees Emeriti

Emeritus status shall be reserved for those retired Trustees with records of unusual and distinctive service. A Trustee who has served for a minimum of two (2) continuous three-year terms and attained the age of seventy (70) years, or has served a minimum of three three-year terms, shall be eligible for election as a Trustee Emeritus. Trustees Emeriti shall be entitled to receive notices of all meetings of the Board, to attend and speak at all such meetings, to receive minutes of all meetings of the Board and Executive Committee, and to be members of all committees except the Executive Committee. They shall have the power to vote in meetings of any committee on which they may serve, but shall not have voting powers in meetings of the Board. A Trustee Emeritus shall not be counted as a member of the Board for any purpose. A Trustee Emeritus may be removed from such office, for cause, at any meeting of the Board by affirmative vote of two-thirds (2/3) of the Trustees then in office.

ARTICLE IV

Offices and Officers

Section 1. Officers of the Corporation and College. The Trustees shall designate those offices and officers of the Corporation and the College as it shall deem necessary and appropriate to the organization and management of the Corporation from time to time. The officers of the Corporation shall be the Chair of the Board of Trustees, the Vice Chair of the Board of Trustees, the Secretary of the Corporation, the Treasurer of the Corporation and the President of the Corporation, all of whom shall be elected by and shall serve at the direction and pleasure of the Board, and shall exercise those powers and perform those functions described in these

bylaws and, unless otherwise restricted, such powers and functions as are common to like positions under the rules and practices of corporate governance in the State of New Hampshire. The Board may also establish from time to time, with the advice of the President, officers and offices of the College, which shall be administrative and managerial positions reporting to the President, and unless otherwise provided by the Board, shall be hired by and subject to removal by the President.

Section 2. Terms, Reelection and Vacancies. The Chair, the Vice Chair and the Secretary shall be elected at commencement meetings of the Board with terms to begin on July 1 thereafter. The term of the Chair shall be three years, and of the Vice Chair and the Secretary one year. A Chair who has been elected to two (2) successive full three-year terms shall not normally be eligible for reelection to the next succeeding term of that office. Any vacancy in these positions may be filled for the remainder of the term by election at any Board meeting, and any person so elected shall immediately take office.

Section 3. Removal. The Chair, the Vice Chair, the Secretary and the President shall hold office at the discretion of the Board and shall be subject to removal by affirmative vote of a majority of the Trustees then in office. All other Officers of the College shall hold office at the discretion of the President and shall be subject to removal by the President in consultation with the Executive Committee.

Section 4. Presidential Search Committee. In the event of an actual or potential vacancy in the office of the President, the Board shall appoint a special Presidential Search Committee to submit nominations of candidates for that office.

Section 5. The Faculty. College faculty members share in the management and administration of the College in areas of academic policy and administration. They lend their expertise to the management and administration of other areas of College operations such as finances, personnel management, regulatory compliance, and athletics administration. Faculty members play an essential managerial role of primary influence in the formulation and effectuation of academic policy. This includes the primary role and effective participation in the development and administration of policies concerning: grading, classroom student conduct, student progress, degree requirements, curricular content, course offerings, admission standards, departmental staffing, educational policies and standards, faculty promotion, faculty tenure, faculty appointment and retention, and faculty professional development. This participation is exercised in accordance with established governance processes and those processes established or directed by the President or the Board of Trustees from time to time. The faculty may seek approval from the Board of Trustees from time to time to organize as a consultative and advisory committee of the whole to provide advice and counsel on matters within the purview of the faculty or on matters for which faculty advice and counsel is requested by the President or the Board. The organization and operation of the faculty in such capacity shall be in accordance with bylaws approved by the Board, and in no event shall that authorization be deemed to establish such faculty organization, or authorize it to act as a representative of the faculty with respect to terms and conditions of employment, nor shall any authorization or actions of such body be construed or deemed to have established any such status by acquiescence, estoppel or otherwise.

ARTICLE V

Powers and Duties of the Chair

The Chair shall preside at all meetings of the Board; shall be the official spokesperson for the Board; shall have the right to vote on all questions; shall appoint the members, chairs and vice chairs of all Board committees; shall be ex-officio a member of all standing committees; and shall have such other powers and duties as the Board from time to time may prescribe.

The Chair may refer to the Trusteeship Committee for its consideration, and if appropriate, its recommendation for Board action, an issue that in the Chair's opinion may constitute improper activity on the part of any Trustee.

ARTICLE VI

Powers and Duties of the Vice Chair

In the absence of the Chair, the Vice Chair shall perform the duties of the office of Chair. The Vice Chair shall receive notices of and may attend all meetings of standing committees. The Chair may assign other duties to the Vice Chair as determined by the Chair in his or her discretion.

The Vice Chair may refer to the Trusteeship Committee for its consideration and, if appropriate, its recommendation for Board action, an issue that in the Vice Chair's opinion may constitute improper activity on the part of any Trustee.

ARTICLE VII

Powers and Duties of the Secretary

The Secretary shall have custody of the seal of the College and shall attest to and affix the seal to documents as required in the business of the College; shall act as Secretary of the College when such is required; shall give proper notice of all meetings of the Board; shall keep a record of the appointment of all committees of the Board and members of the administrative and teaching staffs; shall keep or cause to be kept a record of the minutes of all meetings of the Board and each of its committees; and shall distribute minutes of Board meetings to the College library. Any of the duties or powers of the Secretary may be performed by an Assistant Secretary.

ARTICLE VIII

Powers and Duties of the President

The President of the College shall be the Chief Executive Officer of the College and the official adviser to and executive agent of the Board and its Executive Committee. The President shall, as educational and administrative head of the College, exercise a general superintendence over all the affairs of the institution; shall bring such matters to the attention of the Board as are appropriate to keep the Board fully informed in order to meet its decision making responsibilities; shall exercise the powers and duties specified for the President's performance elsewhere in these Bylaws; shall have power, on behalf of the Trustees, to perform all acts and to execute all documents to make effective the actions of the Board and its Executive Committee; and shall recommend to the Board for its approval candidates for appointment as a Vice President and as Treasurer of the College. The President, in consultation with the Executive Committee, may designate any appointed officer to act in his or her stead during his or her temporary absence, which shall not exceed 30 days. The President shall be ex-officio a member of the Board and of all its standing committees. Should the President be rendered incapable of performing his or her duties, the Board shall determine by a majority vote who shall perform such duties.

ARTICLE IX

Powers and Duties of the Treasurer

The Treasurer shall be the Chief Financial Officer of the College. The Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements and act in accordance with the duly established policies and practices of the College respecting its funds, property, and accounts; shall be responsible for the preparation of such corporate financial reports as may be required by departments of government; shall, in the name of the College, give receipts for monies or property, deposit funds as directed by the Board, and safeguard the money and the financial assets of the College; shall cooperate with any independent auditors or certified public accountants retained by the Board for the purpose of conducting audits of the accounts of the College; shall make reports at meetings of the Board and the Finance and Investment Committees with respect to the financial condition of the College, at such times and in such forms as the Board or the committees may require and in such manner as to provide analyses of prevailing conditions in the economy and their probable impact on the financial operations of the College. The Treasurer shall give a bond to the College, in such amount as the Finance and Investment Committee shall direct, faithfully to perform the duties of the office and to account for other assets that may come into his or her possession by virtue of that office.

ARTICLE X

Meetings

Section 1. Regular Board Meetings. There shall be three regular meetings of the Board annually, which shall be held in the fall and winter and at commencement on such dates and places as may be designated either by the Board or by any two (2) of the following officers: the Chair, the Vice Chair, the President and the Secretary.

In-person attendance is expected at regular board meetings. In rare circumstance, when either an exceptionally important topic or motion must be discussed and/or voted at a full board meeting, or when personal circumstances of a board member make it impossible to attend a regular board meeting in person, phone-in attendance may be allowed. Such phone-in attendance is determined, on an individual basis, by the Board Chair. Board members who cannot attend in person must submit their reason in writing to the Board Chairs so that he/she can make a decision whether to permit or deny phone-in attendance.

Section 2. Special Board Meetings. Special meetings of the Board may be held at the call of: (i) any two (2) of the following officers – the Chair, the Vice Chair, the President and the Secretary, or (ii) upon written request signed by no fewer than eight (8) members of the Board and delivered to the Chair and Secretary, which notice shall specify the purpose of the meeting. It shall be the duty of the Chair or the Secretary to call such special meetings of the Board within thirty (30) calendar days of said written notice made by eight members of the Board.

Section 3. Notice of Board Meeting. Written notice of all meetings of the Board shall be sent by the Secretary to each Trustee at least ten days before the date of the meeting. In the case of special meetings, the notice shall state the purpose of the meeting, and no business shall be transacted at such special meeting that does not relate to the purposes stated in the notice.

Section 4. Waiver of Notice. Whenever notice is required to be given under the provisions of statutes, the Charter or these Bylaws, a written waiver of notice signed at any time by the persons entitled to notice shall be deemed equivalent thereto. Attendance at any meeting by a Trustee or committee member shall be conclusively deemed a waiver of notice of that meeting unless the Trustee or committee member objects at the meeting to the absence of proper notice.

Section 5. Quorum; Voting. A majority of the members of the Board then in office at Board meetings, and of committee members (other than ex-officio members) at committee meetings, as the case may be, shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Trustees present at a duly called meeting of the Board, and of committee members and Committee Associates present and eligible to vote at a committee meeting, as the case may be, shall be the act of the Board or that committee, except as may be otherwise provided by statute, the Charter or these Bylaws. Any reference within these Bylaws to a “two-thirds” (2/3) majority vote” shall mean and shall require, unless otherwise specified in these Bylaws, a two-thirds (2/3) majority vote of the Trustees or committee members, as the case may be, participating in said meeting (so long as a quorum is otherwise present) and shall not mean and shall not require a two-thirds (2/3) majority vote of all of the members then in office.

Section 6. Board Associates. The Chair shall appoint annually four Board Associates, representing respectively the faculty, staff, students and alumni, who shall be entitled to attend each meeting of the Board except when the Board is in Executive Session. Board Associates may participate in the meetings but shall not be entitled to vote.

Section 7. Governing Rules. Meetings shall be conducted in accordance with *Robert's Rules of Order* to the extent not contrary to statute, the Charter or these Bylaws or procedures adopted by a majority vote of the Board or committees at the commencement thereof. Any Trustee may participate in a meeting of the Board or any committee, as the case may be, at the discretion of the Chair of the Board or said Committee.

ARTICLE XI

Action Without In-Person Attendance

Attendance at regular meetings of committees may be in-person or via telephone. In-person attendance is expected at regular board meetings. In rare circumstances, phone-in attendance at regular board meetings may be allowed upon the recommendation of the Chair and by a majority vote of the Executive Committee.

Any action of the Board or a committee may be taken without a meeting. Such actions may be undertaken by mail, telegram, cable, telephone, facsimile, electronic communication, or in any other way the Trustees shall decide. However, a written consent setting forth the action so taken and signed by all members of the Board or of a committee, as the case may be, must be filed with the minutes of the proceedings of the Board or the committee, or, alternatively, a minute of action must be accepted at the next formal meeting of the Board or the committee. Where Board or committee action is taken by telephone, the Chair of the Board or the committee, as the case may be, must ascertain that all participants may simultaneously hear each other and take part in the discussion.

ARTICLE XII

Committees

Section 1. Standing Committees. The standing committees of the Board shall be those specified in Sections 8 through 11 of this Article. The Board may at any time discontinue any standing committee for such time as it may designate, in which case the Executive Committee shall perform the duties of the committee during such discontinuance.

Section 2. Special Committees. The Board may establish and discontinue special or ad hoc committees from time to time for the discharge of particular specified duties.

Section 3. Appointment of Members, Chairs and Vice Chairs; Voting Power. Members, chairs and vice chairs of all committees shall be appointed annually by the Chair at or following the commencement meeting of the Board. Every member of a committee, including ex-officio members and Trustees Emeriti, if any, and every Committee Associate, to the extent provided in Section 6 of this Article XII, shall be entitled to vote in committee meetings.

Section 4. Membership of Standing Committees. Each standing committee shall consist of the Chair and President as members ex-officio, as provided in Articles V and VIII; at least three additional Trustees; and such additional members, who need not be Trustees, as the Chair may appoint; provided, that the chair and vice chair of the committee and a majority of its members shall be Trustees.

Section 5. Liaison. For each standing committee, the President shall appoint an Officer or administrative staff member to serve as liaison between the committee and the office of the President, and to assist the committee in performing its duties.

Section 6. Committee Associates. The Chair shall appoint annually four Committee Associates, representing respectively the faculty, staff, students and alumni, for special committees as described in the supplement to the Bylaws. Committee Associates shall be entitled to attend and participate in each meeting of their respective committees, except when the committee is in Executive Session or is acting in a quasi-judicial capacity, as determined by the committee chair. Committee Associates shall be entitled to vote, as if they were members, on matters before the committee during their attendance, except those relating to finances, personnel and audit. The Chair may appoint Committee Associates to such additional committees as the Chair may from time to time deem appropriate.

Section 7. Meetings. All Standing and Special committees shall meet at least two (2) times annually, and shall make reports and submit recommendations to the Board except the Executive committee, which shall meet no fewer than four (4) times per year.

Section 8. Executive Committee

- (a) The Executive Committee shall be composed of the Chair who shall be the chair of the Committee, the Vice Chair, the Secretary, the President, and at least five (5) other Trustees including, to the extent feasible, the chairs of the standing and special committees.
- (b) The Executive Committee shall meet as often as necessary to conduct its business, but generally between meetings of the Board, on call of the Chair or on the written request of at least three (3) of the members of the Executive Committee to the Secretary, who shall call the meeting.
- (c) The minutes of the meetings of the Executive Committee shall be distributed after each meeting to each member of the Board. At each meeting of the Board, the proceedings and actions taken by the Executive Committee since the last meeting of the Board shall be reported to the Board.

Between meetings of the Board, the Executive Committee shall have general oversight of the administration and property of the College and may take such actions as the Board could properly take on all matters, except that, unless specifically empowered by the Board to do so, it may not (i) take any action inconsistent with a prior act of the Board, (ii) award degrees, (iii) amend the charter of bylaws, (iv) authorize the construction of permanent buildings, (v) elect members of the Board, (vi) appoint or remove the Chair, Vice Chair, Secretary or President, nor (vii) take any action which the Board has expressly reserved to itself.

- (d) The Executive Committee shall review the Bylaws on an annual basis and provide the Board with any recommended revisions thereto.

Section 9. Finance and Investment Committee

- (a) The Treasurer shall be ex-officio a member of the Finance and Investment Committee, without power to vote and without being counted as a member of the Committee for any purpose.
- (b) The Finance and Investment Committee shall periodically review the general financial condition of the College and shall recommend guidelines and policies, which may provide sound management of the resources of the College. The Committee shall advise on matters dealing with financial long-range planning, budgeting, tuition, and fees; shall review annual operating and capital budgets prepared and presented under the direction of the President and make recommendations to the Board; and shall review major financial transactions not provided for in the budget and submit proposed variances with recommendations to the Board as appropriate.
- (c) The Finance and Investment Committee, acting within the scope of investment policy guidelines established by the Board, shall have charge of the investment of all funds of the College, including the power to effect purchases, sales or exchanges of securities and other investment assets of the College. The Committee may employ investment counsel and may delegate authority to purchase or sell securities for the account of the College to such investment counsel or to any Officer of the College subject to such limitations as the Committee may impose. The Committee shall report changes in investments to the Board at each Board meeting.
- (d) The Finance and Investment Committee shall periodically appraise the financial control and accounting systems of the College and recommend any changes it deems appropriate. The Committee may request any designated independent auditor or any Officer or employee of the College to appear before it to report on the financial condition of the College and answer any questions the Committee might have.
- (e) The Finance and Investment Committee shall review matters affecting the welfare of the administrative and supporting staff of the College, including salaries, pensions and other benefits, and personnel policies and practices.

Section 10. Trusteeship Committee.

The Trusteeship Committee shall recommend to the Board nominees for the offices of Trustee, Trustee Emeritus, Chair, Vice Chair, and Secretary, in accordance with the provisions of Article XIII, and shall set forth in its recommendation the background and qualifications of each nominee. The Committee shall maintain an ongoing file of potential nominees for Trustees from which to draw in making its nominations for that office. The Committee shall also make an assessment of the performance of each incumbent Trustee in the second year of his or her term, which the chair of the Committee shall furnish to the Chair of the Board

at or before the winter meeting of the Board. It shall evaluate the performance of the Board as a group, in concert with the evaluation of the President. It shall provide education and orientation for new Trustees, including clearly defined expectations, performance and basic information about New England College and its environs. It shall also provide continuous education of Trustees concerning their role in the governance of the College.

Upon the referral from the Chair or Vice Chair of any issue that in either the Chair's or Vice Chair's opinion may constitute improper activity on the part of any Trustee, the Trusteeship Committee shall consider such issue, and if appropriate, recommend to the Board appropriate action from censure of the Trustee in question up to and including the removal of the Trustee from office. All deliberations and actions of the Trusteeship Committee in response to any such referral shall be undertaken in Executive Session and in compliance with applicable provisions of these bylaws and law and shall exclude any member of the Committee who is the subject of or implicated in the referral. The deliberations and actions of the Committee shall be maintained in confidence and reported only to the Board as a whole. The disclosure and disposition of any Committee records, actions, and recommendations shall be subject to the control of the Board.

Section 11. Audit Committee.

The Audit Committee arranges and oversees the regular audits of the College's financial practices and standards of conduct. It recommends to the Board the designation of an independent auditor and causes to be prepared and submitted to the Board annually audited statements of the financial condition of the College as of the close of the fiscal year and of the receipts and expenditures for such year. It reviews financial statements to assure the Board that they reflect the institution's financial condition. It determines the adequacy of internal controls surrounding the College's financial information systems and ensures adherence to the Board's conflict-of-interest policy.

ARTICLE XIII

Nominations and Election

Section 1. Notice to Trustees. The name of each nominee to an office and information relating to his or her background and qualifications, shall be forwarded to all members of the Board for their due consideration at least two (2) weeks prior to the Board meeting at which the election for the office is to be held.

Section 2. Election of Classes of Trustees. The Trusteeship Committee shall recommend nominees for the next class of Trustees. Such nominees shall include, if possible, one or more graduates of the College. After notice to Trustees, the election shall be held at the Commencement meeting of the Board. Unless the Board votes to dispense with such procedure, the election shall be by written ballot listing all nominees, each of whom shall be voted on individually.

Section 3. Election of Trustees to Fill Vacancies. Any vacancy in the Board may be filled for the remainder of the term by election, at any meeting of the Board, by the remaining Trustees.

Section 4. Election of Trustees Emeriti. Trustees Emeriti may be elected at any meeting of the Board.

Section 5. Election of Board Officers. The Chair, Vice Chair and Secretary shall be nominated from among sitting Trustees and shall be elected at the commencement meeting of the Board, as provided in Article IV, Section 2. Nominations for such offices may be made from the floor, provided that notice of intention to make the nomination and the identity of the nominee in each case is given no later than the opening session of the Board at the commencement meeting and that the nominee in each case has agreed to serve if elected. A written ballot shall be required if any member requests it.

Section 6. Election of President. The President may be elected at any meeting of the Board, for an indefinite or limited term as specified by the Board, following the report of the Presidential Search Committee.

ARTICLE XIV

Indemnification

Each Trustee and Officer of the College shall be indemnified by the College against all expenses actually and necessarily incurred by such Trustee or Officer in connection with the defense of any action, suit, or proceeding, including the amount of any judgment or settlement, to which such person has been made a party by reason of being or having been a Trustee or Officer, except in relation to matters as to which the Trustee or Officer shall be adjudicated in such action, suit, or proceeding to be liable for (i) gross negligence or willful misconduct in the performance of duty, (ii) violation of the College's Conflict of Interest Policy or (iii) as otherwise specified within New Hampshire RSA Chapter 292 as amended. As a condition of such indemnification, however, the Trustee or Officer shall have notified the College promptly in writing after receiving information of the institution (potential or otherwise) or pendency of the action, suit, or proceeding.

ARTICLE XV

Conflicts of Interest

The College's policy concerning transactions which may involve a conflict of interest, or which in fact present a conflict of interest, are set forth within the Conflicts of Interest Policy adopted by the Board, as the same may be amended from time to time. A Trustee shall be considered to have a conflict of interest if the Trustee (a) has existing or potential financial or other interests which impair or might reasonably appear to impair the Trustee's independent, unbiased judgment in the discharge of his or her responsibilities to the College, or (b) is aware that a member of his or her family (which for purposes of this paragraph shall be a spouse, parent, sibling, child, and any other relative if such other relative resides in the same household as the Trustee), any organization in which the Trustee (or a member of his or her family) is an officer, director,

employee, member, partner, Trustee, or controlling stockholder, has such existing or potential financial or other interests. All Trustees shall disclose to the Board any possible conflict of interest at the earliest practicable time. Furthermore, the Trustee shall recuse himself from discussion of and abstain from voting on any matter in which he or she has a conflict of interest. The minutes of the meeting shall reflect that a disclosure was made and that the Trustee having a conflict of interest abstained from voting. Any Trustee who is uncertain whether s/he has a conflict of interest in any matter may request the Board or committee to determine whether a conflict of interest exists, and the Board or committee shall resolve the question by majority vote.

ARTICLE XVI

Discrimination Prohibited

In the conduct of its operations, the College will abide by all applicable federal, state and local non-discrimination laws, rules and ordinances.

ARTICLE XVII

Amendment of Bylaws

These bylaws may be amended at any meeting of the Board by a two-thirds vote of those present, provided notice of the substance of the proposed amendment is sent to all the Trustees at least ten days before the meeting.

ARTICLE XVIII

Execution of Contracts, Papers, Etc.

So long as all other approvals, procedures and requirements set forth within these Bylaws have been satisfied, all leases, contracts, any instruments purporting to involve in any manner an interest in real estate, loan documents, bonds, notes, and other obligations made on behalf of, for or to be endorsed by a representative of the College shall be signed by the President and Chair or Vice Chair, except as the Board may otherwise authorize.

Revised: February 2001

Revised: May 2002

Article X, Section 6 [to add staff to Board Associates]

Article XII, Section 6 [to add staff to Committee Associates]

Revised: May 2004

Article I [add N° 13]

Article 12 [add Section 11, Audit Committee]

[Section 8, add sub-section (e)]

[Section 9 move language to Section 11]

[Section 6, add word audit]

Revised: November 2004

Article XIV [add (ii) and “the College” and (potential or otherwise)]

Article XV [add new first sentence]

Revised: February 12, 2005 [throughout]

Revised: February 17, 2007

Article II, Section I [to temporarily lower the minimum number of Trustees required from twenty (20) to fifteen (15), in order that the Committee (on Trusteeship) may review and evaluate prospective Trustees expeditiously without compromising the need for due and careful consideration, with said amendment to expire once the composition of the Board of Trustees reaches twenty-two (22) members.

Revised: November 10, 2007

Article V [add paragraph 2]

Article VI [add paragraph 2]

Article XII, Section 10 [add paragraph 2]

Revised: May 10, 2008

Article II section 2 sentence 2 [“Trustees shall be eligible for re-election to two successive three-year terms, for a total of nine years of consecutive service. Upon completing a third consecutive term, a Trustee shall not be considered for re-election until one full year after completion of a third term. If a Trustee fills the remainder of another member’s vacant term, that term shall not count toward the three term limit, meaning that a Trustee may serve three successive terms following the completely of another member’s partial term. If re-elected to the Board after the one year period, a Trustee shall be eligible for re-election to two more successive terms, for a total of nine additional years.”]

Article II section 4 delete to read: [“No person shall be eligible for election as a Trustee prior to attaining the age of eighteen (18) years.”]

Revised May 14, 2010

Article XI strike the existing title **Action Without Meeting** and replace it with the following: **Action Without In-Person Attendance**

Insert the following paragraph at the beginning of the article:

Attendance at regular meetings of committees may be in-person or via telephone. In-person attendance is expected at regular board meetings. In rare circumstances, phone-in attendance at regular board meetings may be allowed upon the recommendation of the Chair and by a majority vote of the Executive Committee.

Keep the existing text as the second paragraph.

Key Personnel

Scott Power, NH College & University Council
Tom Horgan, NH College & University Council
Debby Scire, Campus Compact
Steph Lesperance, Campus Compact/NHCUC
Michele Perkins, New England College
Mark Watman, New England College
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