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

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

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

March 23, 2016

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the New Hampshire Department of Education to enter into a **sole source** contract with the National Center for Competency Based Learning, Durham, NH, (Vender Code #271411) in an amount not to exceed \$220,000.00 to administer the workplace competency components of the E³ Teen Fathering Program, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2016 and 2017, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Council, if needed and justified:

Teen E3 Grant		<u>FY16</u>	<u>FY17</u>
06-56-56-563010-50890000-102-500731	Contracts for Program Services	\$ 110,000.00	\$ 110,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to three additional one-year terms, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

EXPLANATION

The National Center for Competency Based Learning (NCCBL) has been in partnership with the NHDOE since May of 2015 developing the E³ Teen Fathering Program. The US Department of Health and Human Services awarded the State of New Hampshire nearly \$2 million dollars, in part, because of this partnership and NCCBL's clear mission to promote competency based education and an experienced staff – specifically a president and board of directors - who have vast knowledge in both education and businesses throughout the state. Thus, The Department is requesting that this contract be approved as **sole source** due to the fact that the National Center for Competency Based Learning (NCCBL) is uniquely equipped to (1) develop workplace competencies, (2) find job sites willing to hire a teen father and support the father's competency work, and (3) assess when the competencies have been met.

Her Excellency, Governor Margaret Wood Hassan
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The National Center for Competency-Based Learning (NCCBL) is a New Hampshire based 501(c)(3) nonprofit charitable organization founded in 2013. NCCBL's mission is "to institutionalize real world, hands on, learning opportunities for our students by serving as the prime catalyst in harnessing mentors at the local, state, and national levels".

The Primary goal of the E³ Teen Fathering Program is to increase the capacity of teen fathers, and by proxy their families, by ensuring these fathers graduate high school, obtain skilled work experience, and are provided education in the field of parenting and father involvement. These three research-based factors have been found to not only improve the lives of teen fathers and their families, but prevent them from sliding into more problematic outcomes that include incarceration, mental illness, substance abuse, and multiple partner fertility.

The E³ Teen Fathering Program focuses on three research-based factors that provide long-term support for these fathers and their families: education (e.g. graduates high school, enrolls in college), employment (e.g., provide useful job experience at local agencies), and engagement with their children (e.g., family life education coursework). E³ will address these factors simultaneously by capitalizing on the unique educational context in the state of New Hampshire (i.e. competency-based standards, adult education school) and leveraging community supports that are already in place (e.g., local businesses, nonprofit mentoring programs). E³ will help teen fathers work toward graduation at the same time that they are building a foundation for long-term, skilled employment and obtaining social support for engagement with their children and partners. In sum, this program will support teen fathers, their partners, and their children throughout the life course through focused early intervention.

Over the next five years, the E³ Teen Fathering Program will serve 174 families that include a teen father directly; many times that number of individuals will be served through access to the Warmline. The program will also provide resource sheets for every guidance counselor in the State, and all materials developed will be available online through the NH Networks. The program will also support local business by providing a stipend for every father employed through the program.

The Department of Education would like to contract with NCCBL based on their shared vision with the E³ Teen Fathering Program, their extensive knowledge of competency-based education, and their strong connection with New Hampshire employers. Year one (FY 16) of the budget includes materials necessary to set up an office as well as professional development to onboard new personnel.

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

Respectfully submitted,



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

VMB:rf:emr

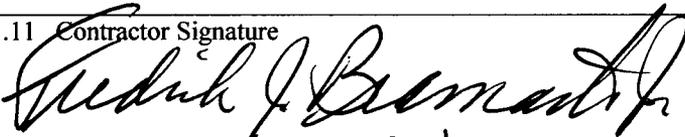
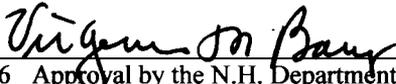
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name National Center for Competency Based Learning		1.4 Contractor Address 587 Bay Road, Durham, NH 03824	
1.5 Contractor Phone Number (603) 231-2708	1.6 Account Number 563010-50890000-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$220,000.00
1.9 Contracting Officer for State Agency Richard Feistman, Ph.D., Coordinator, Family & Community Engagement		1.10 State Agency Telephone Number 603-271-8315	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Fredrick J. Bramante, Jr., President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimaacke</u> On <u>3/23/16</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]			
TAMARA J. FEENER, Notary Public State of New Hampshire My Commission Expires January 27, 2021			
1.13.2 Name and Title of Notary Public or Justice of the Peace		1.14 State Agency Signature 	
1.15 Name and Title of State Agency Signatory VIRGINIA M. BARRY, Commissioner of Education		Date: <u>3/23/16</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/30/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The National Center for Competency Based Learning (NCCBL) will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2017:

- Develop workplace graduation competencies for program participants

This task will require **seventy-one (71) professional days (with travel expenses, benefits, supplies, and training)** in year one of the grant and **fifty-two (52) professional days** during year two contract period.

- Document and assess participant obtainment of competencies

This task will require **fifty-two (52) professional days** during each year of the contract period and **supplies and training** in year one of the contract.

- Develop and maintain relationships with worksites for program participants and prepare annual reports on participant engagement and progress

This task will require **seventy-one (71) professional days (with travel expenses, benefits, supplies, and training)** during year one of the contract period and **two-hundred sixty professional days (260) (with travel expenses and benefits)** during year two of the contract period.

EXHIBIT B

BUDGET

Task (Tasks will be completed by at least three different people and possibly several more)	Pay Rate per Task ¹	FY	Professional Days x Rate = Total funds available per task		Expenses ²	Supplies and Training ³	Totals
			Days	Amount			
Develop workplace graduation competencies for program participants	\$240/Day	2016	71 days	\$17,040.00	\$11,040.00	\$10,040.00	\$38,120.00
		2017	52 days	\$12,480.00			\$12,480.00
Document and assess participant obtainment of competencies	\$480/Day	2016	52 days	\$24,960.00		\$10,040.00	\$35,000.00
		2017	52 days	\$24,960.00			\$24,960.00
Develop and maintain relationships with worksites for program participants and prepare annual reports on participant engagement and progress	\$160/Day	2016	71 days	\$11,360.00	\$15,480.00	\$10,040.00	\$36,880.00
		2017	260 days	\$41,600.00	\$30,960.00		\$72,560.00
						Total 2016	\$110,000.00
						Total 2017	\$110,000.00
						Grand Total	\$220,000.00

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 \$220,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account titled Teen E3 Grant as follows:

	FY 16	FY 17
06-56-56-563010-50890000-102-500731 Contracts for Program Services	\$110,000.00	\$110,000.00

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:

Richard Feistman, PhD
Project Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

¹ Daily rates are as follows: Competency Developer \$240/day; Supervisor \$480/day; Full time Manager \$160/day

² Expenses are essentially benefits and travel expenses

³ Supplies and Training include materials needed to set up an office as well as professional development needed to onboard new personnel during year 1.

EXHIBIT C

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to three additional one year terms, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

Contract between NCCBL and New Hampshire Department of Education

Contractor Initial

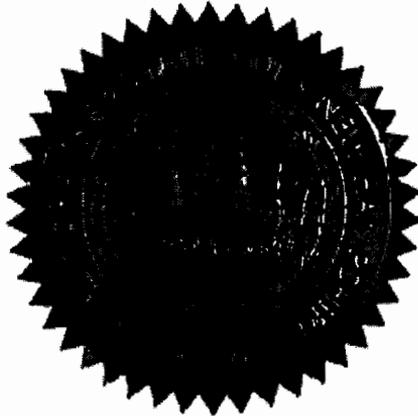
Date

3-23-10

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 National Center for Competency-Based Learning is a New Hampshire nonprofit corporation formed January 26, 2005. 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 11th day of February A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Without Seal)

I Alan Pardy, Vice-Chairman of the National Center for Competency-Based Learning, do hereby certify that: (1) I am the duly elected and acting Vice-Chairman of the National Center for Competency-Based Learning, a New Hampshire corporation (the "Corporation"); (2) I maintain and have custody and am
(State of incorporation)

familiar 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 3rd day of February, 2016 which meeting was duly held in accordance with New Hampshire law and the by-laws of the
(State of incorporation)

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 Chairman) (and the Vice-Chairman) (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:

Fredrick Bramante, Jr. President
Zenagui Brahim Chairman
Alan Pardy Vice-Chairman

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Corporation this 23rd day of March, 2016.

P. Alan Pardy
Vice-Chairman

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 23th day of March, 2016, before me, Tamara J. Feener, the undersigned, personally appeared Alan Pardy, who acknowledged her/himself to be the Vice-Chairman of National Center for Competency-Based Learning, a corporation, and that she/he as such Vice-Chairman 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 Vice-Chairman.

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

(SEAL)

Tamara J. Feener
Notary Public/Justice of the Peace

My Commission expires:

	A	B	C	G	H
1	National Center for Competency Based Learning				
2	Financial Position				
3					
4					<u>January 1, 2015 to</u>
5					<u>December 31, 2015</u>
6	Beginning Balance				14,628.79
7					
8	Income:				
9	Institutional Grants				42,854.38
10	Personal Gifts				
11	Event Income				
12	Total Income				42,854.38
13					
14	Expenses:				
15	Salaries				44,100.00
16	Payroll Taxes				4,028.35
17	Legal Fees				
18	State Filing Fees				75.00
19	Bank Fees				
20	Payroll Fees				1,500.00
21	Travel Expenses				
22	Office Supplies				222.05
23	Office Equipment				
24	Insurance				1,942.00
25					
26	Event Expense				
27					
28					
29					
30					
31	Total Expenses				51,867.40
32					
33	Operating Income/ -Loss				-9,013.02
34					
35	Ending Balance				5,615.77

National Center for Competency-Based Learning
Board Members

Executive Committee

Zenagui Brahim	Chairman
Alan Pardy	Vice-Chairman
Joel Olbricht	Treasurer
Michelle Munson	Secretary
Fred Bramante	President

Board Members

Nischal Chandra
Sue McKeivitt
Joyce Johnson
Dan Miner

Personnel/ E3 Teen Fatherhood Program

\$50,000	Project Supervisor	Fred Bramante
\$40,000	Manchester Area Coordinator	Gary Hunter
\$25,000	Competency Developer	Elizabeth (Bette) Bramante
\$43,000	Project Assistant/Non-Manchester Area Coordinator	To be named
\$158,000		

Education: Degrees and Honors

Southern New Hampshire University, Honorary Doctorate in Education, 2015

Plymouth State University, Plymouth, New Hampshire: Masters Degree (2006), Educational Leadership

Keene State College, Keene, NH: BS Science; Minor in Physical Education (1970)

Alumni Achievement Awards: Keene State College, 1995; Plymouth State University, 2009—possibly the only person in America to receive the Alumni Achievement Award from two alma maters, both of which originally rejected him for admission as a high school student

Central Catholic High School, Lawrence, Massachusetts (1964). Class Rank: 206 of 212

Experience in Education Leadership

Founder and President, National Center For Competency-Based Learning (NCCBL), (2013-present)

Member, New Hampshire Business and Education Coalition (2013-present)

Founder and Director, New Hampshire Extended Learning Organization (NHELO), (2012-2014)

Adjunct Professor, Plymouth State University (2012-2014)

Consultant on High School Redesign to various national (i.e. National Governor's Association; Association of Education Service Agencies [AESAs]), state (i.e. Iowa, Ohio, California), regional (i.e. Iowa, Wisconsin, West Virginia), and local associations and organizations

Presenter on High School Redesign at numerous New Hampshire and national conferences (ASCD, IDEA, NEA, AESA, Model Schools) and at high schools and colleges throughout New Hampshire

America Program Bureau, member on speaker roster (2013-present)

Association for Supervision and Curriculum Development (ASCD), Washington, D.C., (2006-2007): Whole Child commission and High School Reform Committee (only person named to both)

New Hampshire State Board of Education:

- Member (1992-1995), appointed by former NH Governor and U.S. Senator, Judd Gregg
- Chairman (2003-2005), appointed by former NH Governor, Craig Benson
- Member (2003-2012), reappointed by former NH Governor Craig Benson (R) & Governor John Lynch (D)
- Board's Designee to NASBE (National Association of State Boards' of Education) 21st Century Learning Committee

New Hampshire High School Redesign Committee, Primary Author, *New Hampshire Vision for High School Redesign* document (2007)

International Center for Leadership in Education, Senior Consultant, (2010-2012)

Mayor Frank Giunta's Transition Team, Education Committee Chairman, Manchester, NH (2006)

Governor's Limitless Learning (special needs) Task Force (2003-2004)

Nashua Stays in School (Drop-out) Task Force (2002-2004)-appointed by former Mayor Bernard Streeter

New Hampshire Excellence in Education Awards (the "ED"ies, the "Academy Awards" of NH Education):

- Created concept (1993)
- Master of ceremonies (multiple years)

- Board of Directors (1993-present)
- Service to Education Award (2008)

New Hampshire Education Assessment Committee (formed by the NH State Board of Education):
Chairman (1991-1992)-developed the framework for NH's first statewide assessment tool

Chairman of the Salem (NH) Fundamental School Study Committee, a public school choice project
formed by the Salem Board of Education (1977-1979)

Jean H. Ellis Day Care Program (Stamford, Connecticut): PTO President (1973-1975)

Science Teacher, Dolan Middle School, Stamford, Connecticut (1970-1976)

Publications

Bramante, Fred and Colby, Rose (2012). *Off the Clock: Moving Education from Time to Competency*.
Corwin Press.

Bramante, Fred (2011). "Will AESA be a Key Player in School Transformation?" *Perspectives: A Journal
of Research and Opinion About Educational Service Agencies*, Vol. 17, Fall 2011. Association of Educa-
tional Service Agencies.

Bramante, Fred, et al. (2007). *New Hampshire Vision for High School Redesign*, primary author. NHDOE.

Bramante, Fred (2005). "The Restructuring of Public Education." *NH Journal of Education*. Plymouth
State University.

Bramante, Fred (1998). "Community Driven Performance Compensation for Teachers." Josiah Bartlett
Center for Public Policy. Awarded the Josiah Bartlett Better Government Award.

Bramante, Fred, Allen, Gordon, & Wilmot, Lee (1995). "The Case for a Flat Tax on Property to Fund an
Adequate Education in New Hampshire's Public Schools." Josiah Center for Public Policy. Awarded the
Josiah Bartlett Better Government Award. This concept changed the tax structure of New Hampshire
when it became law in 1999,

Presentations and Keynote Addresses

Approximately 1,000 presentations on education leadership and school redesign in New Hampshire and
throughout the United States including:

- Tedx Talk (2013)
- Vermont Business Roundtable, keynote (2013)
- AdvancED International Summit (2013)
- Iowa Education Summit (2011)
- Leadership NH Education Day (2011)
- National Governors' Association, Miami, FL (2010)
- Association of Education Services Agencies (AESA), Savannah, GA (2010)
- International Center for Leadership in Education Conference, New Orleans, LA (2010)
- Model Schools Conference, International Center for Leadership In Education, Orlando, FL (2009)
- NEA (National Education Association) National Republican Conference, Minneapolis, MN (2008)
- Music's Role in Education Redesign, National Association of Music Merchants, Anaheim, CA (2007)
- Follow the Child Symposium, Plymouth State University, NH (2007)
- Quality in Education Conference, Maui, HI (2005)
- Conference of California County Superintendents, Monterey, CA (2004)

Community and Civic Service

Self-Made in New Hampshire, NH Business Magazine Award, semi-finalist (2011)

Columnist, Hippo Press, Manchester, NH (2010-present)

New Hampshire State Co-chairman of the Mike Huckabee for President campaign (2007-2008), senior (national) advisor on education issues

Host of "Common Cents with Fred Bramante," a weekly, one-hour News/Talk program on WNDS-50, Derry, NH, (2002- 2003)

Leadership New Hampshire:

- Class of 1999
- New Hampshire Candidate Forums- U.S. Senate, U.S. Congress, Gubernatorial Race (2002): initiated the effort, committee member (2001-2002)
- New Hampshire Champions of Diversity Awards: created concept (2000), committee member (2000-2001)

Commencement Speaker:

- Mount Prospect Academy (2013)
- Merrimack Valley Charter School (2008)
- North Country Charter School (2006)
- Adult Education Program, Laconia, NH (2004)
- MacIntosh College, Dover, NH (2003)
- ConVal High School, Peterborough, NH (2001)

Featured speaker/lecturer, panelist, and judge: University of New Hampshire Whittemore School of Business, (1999-2006)

Lecturer, panelist, master of ceremonies, featured speaker at events in and outside of NH

New Hampshire Republican Gubernatorial Candidate (1994, 1998, 2000); Independent Gubernatorial Candidate (1996). Campaigns based on education issues

Oyster River Taxpayers' Association, Co-founder (1990-1992); Vice-chairman (1990-1991)

Salem (NH) Community Service:

- Boys' Club: Board of Directors (1979-1987); Richard McCoy Service Award (1986),
- Salem Police Department Oral Board Exams-only private citizen participant (1984)
- Town Manager Selection Committee, (1982)

Chambers of Commerce:

- Salem (NH) Area Chamber of Commerce, Board of Directors (1980-1983); charter member (1980); member (1980-1995)
- Nashua Chamber of Commerce (1996-2007), Tax Committee
- New Hampshire Business and Industry Association
- Manchester Chamber of Commerce

Business and Industry Related Accomplishments

Founded Daddy's Junky Music Stores (1972):

- Turned life savings of \$600 into one of the largest music products retailers in America (Peak sales-\$35 million).
- President and CEO, (1972-1995)
- CEO and Chairman of the Board (1995-2011)
- Ceased operation in 2011

Unsung Hero Award: 24th Annual Boston Music Awards (2011)

New Hampshire Retailer of the Year (NH Retail Merchants' Association) (2005)

National Association of Music Merchants (NAMM):

- NAMM Board of Directors (1984-1991)
- NAMM Secretary (1987-1989)
- NAMM Treasurer (1989-1991)
- Chairman, Advertising and Promotion Committee:
 - MTV Project-to promote music making
 - NAMM Awards Banquet
- Led effort to add Market Development to NAMM's mission
- Chairman, Combo Segment Committee, Anti-Drug Project
- NAMM Leadership Award (1987): selected by NAMM Board of Directors (only time this award has been given in the Association's 100+ year history)

American Music Conference:

- AMC Board of Directors (1983-1993)
- Chairman, Combo Segment (1983-1985)

Musical Merchandise Review Magazine: Cover story, April (1982), January (1993)

Numerous Industry Awards including:

<i>Music and Sound Awards-</i>	Overall (National) Dealer of the Year (1990) Overall Excellence/Operations Mgmt (1990) Best Industry Promotion (1997) Best Service Department in USA (1994 to 2001—award retired in 2001) Best Consumer Clinics (2002-2006,2008)
<i>Music, Inc. Magazine:</i>	Named 10th man on the National Retailer "All-Star Team" (1991) Named to the National Retailer "Olympic Team" (1992) Named National Retailer "Titan"- one of nine retailers in the USA (1994) Cover story, "Big Daddy," November (1999) Named National Music Retailer of the Year, (2007) Named National Music Retailer for Overall Excellence (2008)

- *CIO Magazine* (Chief Information Officer)-cover story on Daddy's Junky Music Stores, Inc. in national publication geared to Fortune 500 companies (February, 1992)
- *The New Englander Award*, (1989)-Smaller Business Association of New England
- *Inc. Magazine*: Cover story, special issue (1999), 5-page feature (February, 1987)
- *Who's Who in Leading American Executives* (1993)

Who's Who in Sales and Marketing (1989)

Gary W. Hunter

Education and Training:

- M.Ed., University of N. H., Counselor-Education, 1980.
- B.A., University of N. H., Psychology, 1974.
- N.H. Teacher Certification: Guidance Counselor, Current through 2018.
- Senior Program Director certification, National YMCA.

Employment:

- I-3 School Coordinator: Center for Secondary School Redesign (www.cssr.us) 09-10.
- Dropout Prevention Consultant, NH DOE / Manchester Schools 2009-2010.
- School Counselor, West High, Manchester NH, 1989-2009.
- Counselor / Director, "Alternative Learning for Freshmen (ALF)" 1989-2009.
- School Counselor, Memorial High, Manchester NH, 1987-1989.
- LD Specialist, West High, Manchester NH, 1986-1987.
- Vice President, Manchester YMCA, 1984-1986.
- Operations Director, Manchester YMCA, 1982-1984.
- Program Director, Manchester YMCA, 1976-1982.
- Director, Rock Rimmon Community Center, 1974-1976.

Accomplishments:

- Founder, Wilderness Adventure, 1974.
- Co-Founder, YMCA Alpine Club, 1980.
- Creator, YMCA STAY Alternative Junior High School, 1985.
- Co-Founder, Alternative Learning for Freshmen (ALF), 1989.
- 5 Boston Marathons, 10 Mount Washington RR, NH 4,000'ers in Winter.
- MYPN "Start Up Challenge" selected participant, Spring 2009, "Street School."

Specific Skills:

- Grant writing, staff development, program design & creation.
- Marketing, social media, executive coaching, IT.
- Outdoor Educator, 1976 to present, Adventure-Based Counseling
- Professional Mountain Guide, summers 1986-2005.
- Woodwinds player, Smoked Kielbasa Band, Ham Radio Operator, WR1A

Community Service:

- Youth Services Board, City of Manchester, 2010 to present.
- College UnBound Advisory Committee, SNHU 2009-2010.
- PASS Program Advisory Board.
- YDC Master Plan Task Force member: DHHS Sununu Center.
- KISMET Rock Foundation, Manchester Coordination Team.
- West High Endowment Fund Board of Directors.

Elizabeth (Bette) Bramante

EDUCATION:

University of New Hampshire, MA, English Literature (1978). Additional course work at the University of Bridgeport (Shakespeare Institute) and Fairfield University (American Studies).

Muhlenberg College, BA, English (1973). Member, Sigma Tau Delta (English Honor Society) and Alpha Phi Omega (National Service Fraternity)

CAREER EXPERIENCE:

Virtual Learning Academy Charter School (2014-present)

- Instructor, English English 3, English 3 Honors, Mythology and Folklore, Learning Through Projects (English 3 and 4), Learning Through College (SNHU Composition, SNHU Early World Literature)
- PAD, Curriculum Design Team
- Competency and Assessment Design

National Center for Competency-Based Learning, Executive Assistant,(2013-present) VP, Research (2014-present)

- Communications and Correspondence
- Graphic Design and content for brochures and promotional material
- Scheduling
- Grant writing
- Preparation and editing of Powerpoint presentations and deliverables (brochures, mailing, etc.)

Freelance Writer/Editor (2011 to present)

- Edit monthly education articles for Hippo Press, Manchester, NH (Fred Bramante, author)
- Edited book on education redesign, *Off the Clock: Moving Education from Time to Competency*. Corwin, Sage Publications, Thousand Oaks, California
- Worked with the author and publisher on drafts, revisions, citations, permissions logs, review work, and electronic editing of final draft.

Owner, Member (Board of Directors), Corporate Secretary (1976-2011) Daddy's Junky Music Stores, Inc.

- Co-owner of a family business we grew from one of the smallest to one of the largest music retailers in America.
- Key executive involved in advertising, communications and all long range planning, strategy and decision-making.
- Advertising: Developed concept, edited, and published the direct mail magazine, *Daddy's Junky Mail*, (1978-1983) that began as a 24-page newsprint tabloid. Responsibilities included transcribing and editing interviews, editing technical articles, product reviews, repair advice columns, writing ads, taking photos, page set up and placement, and all duties involved in labeling, sorting, mailing and drop shipping the issues. As the company grew, we hired a graphic arts and marketing person and worked with a mailing house.
- Music Education: Responsible for daily operations of a music education program, *Practice Make Perfect Music Learning Center* (1979-1982) including advertising, student outreach and enrollment, teacher hiring and schedules, concert and event planning.
- Media and Communication: Correspondence and editing articles for trade publications.
- Inventory: Helped develop inventory control system and conversion to point of sale computer system input
- Accounting: Oversaw review and implementation of weekly salesmen's commission statements as well as bookkeeping, accounting, payroll, correspondence, customer service, sales, payables, and supplier relations.

Durham, New Hampshire: Town Coordinator, OFA (Obama for America) (2007–2008) (2011-2012) Presidential Campaign

- Organized contact lists, volunteers, event planning
- Staffed phone bank and door-to-door get-out-vote effort in key primary state and during general election
- Organized fundraiser (s)

Copywriter/Photographer (1976 – 1977)

O'Neil Associates Advertising, Bedford, New Hampshire

- Copywriter and photographer

English Teacher (1973-1976)

Dolan Middle School, Stamford, Connecticut

- Teacher representative to city wide "Middle School Implementation Team." (The committee, formed by the Stamford Superintendent of Schools to create a timeline to fully implement the middle school concept in the city, included the 4 middle school principals and one teacher from each school).
- 7th/8th grade Theater Workshop- Co-taught combined groups of up to 100 students, coordinated annual spring musical including scheduling of the music and art staff, rehearsals, set design and construction, after school scheduling and performances.
- Appointed to experimental teaching team (1974-1976)
- Two of my students placed 1st and 2nd in a city wide essay contest (1974)

EDUCATION RELATED SERVICE:

Oyster River Co-operative School District, Durham, New Hampshire

Oyster River High School:

- Curriculum Development Committee (1994-1998)
- Principal Selection Committee (1996)
- Volunteer- set design and construction, costumes, student participation and supervision for plays and musicals (1998-2006)

Oyster River Middle School:

- 5th grade reading and quilt project
- Volunteer teacher-puppet construction and design (2000-2002)
- Volunteer-back stage work, costumes, and set design for numerous musicals and plays (1995-2002)
- Sock Hop Fundraiser for theater curtains for the multi-purpose room (1998). Worked with the music director to measure and analyze the space, researched curtain companies, ordered the materials, picked up local supplies, worked with the custodial staff to install the curtains, and organized the fundraising event.

Moharimet Elementary School and Oyster River Elementary School:

- Volunteer set design, costumes (1993-1996)

Odyssey of the Mind: Coach (1989-1993)

Fundamental School Study Committee (1977-1979), a public school choice concept, Salem (NH) Board of Education

COMMUNITY/CIVIC SERVICE:

Throughout my career and community service experience, I have worked with a varied range of individuals and have performed a wide array of tasks. But, each of my endeavors has been successful because of my communication and teaching skills. Whether building our business or volunteering with schools and community groups, I have used these abilities to bring people of all ages together to reach both common and individual goals. I am committed to mutual respect as the foundation to help others develop their best selves.

- Mill Pond Center For the Arts: Board of Directors (2003-2009)
- Durham Lite Opera Company: *Oily Vey*, producer, set design, costumes, casting, scheduling (1996, 2001)
- Oyster River Players (youth theater troupe):
 - Board of Directors (1998-2000)
 - Volunteer-set design, set construction, and stage management (1995-2000)
- A Safe Place: Board of Directors (1995-1997)
- St. Nicholas Greek Orthodox Church, Portsmouth, NH:
 - Parish Council (1994-1999)
 - Sunday School Teacher (1989-1991)
 - Choir Member (1993-2000)

TECHNOLOGY:

Moodle, Show Evidence, Microsoft Office, Mac Tools and Apps (Pages, Numbers, Keynote), Prezi, Adobe Connect, Google Apps, Adobe Creative Cloud, Social Networking (Facebook, Instagram, Snapchat, Twitter, YouTube, WordPress)

REFERENCES:

Diane Schulman

The Indago Group

Nancy Miner

Durham Public Library