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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603) 271-1953

March 3, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education to amend an existing contract between the NH Department of Education (NH DOE) and New Hampshire Jobs for America's Graduates (NH JAG) by reassigning the State Agency from the NH DOE to the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO), with no change to the price limitation, effective upon Governor and Council approval through June 30, 2021. Item originally approved by the Governor and Council on June 21, 2017 (Item #137A), with the DOE Commissioner amending on May 9, 2019. 100% Federal Funds.

Funds to support this request are available in the account titled Office of Workforce Opportunity, as follows:

03-22-22-220510-14530000-102-500731 Contracts for Program Services	<u>FY21</u> \$245,927
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2. Authorize the Department of Business and Economic Affairs to make advanced monthly payments for services provided under the terms of the contract.

EXPLANATION

The Memorandum of Understanding (MOU) between the Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) and the NH Department of Education (DOE) has been amended to end on June 30, 2021, from an original end date of June 30, 2023. The DOE was designated by the State Workforce Innovation Board (SWIB) to serve as the primary sub-recipient for WIOA Youth funds, which are received by BEA/OWO through a grant from the United States Department of Labor (USDOL), for the provision of workforce services. In order to streamline WIOA Youth programming and reduce administrative overhead it has been mutually agreed

His Excellency, Governor Christopher T. Sununu
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upon to end the MOU. With that change to the MOU the Department of Education needs to reassign an existing contract with NH JAG to the Department of Business and Economic Affairs, Office of Workforce Opportunity. The reassignment at this time will allow BEA/OWO to manage the last few months of that existing contract, as well as, the implementation of contract monitoring and final invoicing activities required of the contract.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Respectfully submitted,



Taylor Caswell, Commissioner
Business and Economic Affairs

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and New Hampshire Jobs for America's Graduates, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 21, 2017 (Item #137A), and Modified on May 9, 2019, hereby agree to modify same as follows:

Amend the contract between the NH Department of Education (NH DOE) and New Hampshire Jobs for America's Graduates (NH JAG) by reassigning the State Agency from the NH DOE to the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO), as follows:

1. Amend Section 1.1 by changing the State Agency Name to Department of Business and Economic Affairs.
2. Amend Section 1.2 by changing the State Agency Address to 100 North Main Street, Concord, NH 03301.
3. Amend Section 1.6 by changing the Account Number to 03-22-22-220510-14530000-102-500731.
4. Amend Section 1.9 by changing the Contracting Officer for State Agency to Joseph Doiron, Director, OWO.
5. Amend Section 1.10 by changing the State Agency Telephone Number to 603-271-7275.
6. Amend Ex. B, #11 to replace:
Kim Runion, Administrator
Office of WIOA Youth
Division of Career Technology and Adult Learning
Department of Education
21 South Fruit St., Suite 20
Concord, NH 03301

With:

Laura LeCain, Fiscal Administrator
Office of Workforce Opportunity
Department of Business and Economic Affairs
100 N. Main St., Suite 100
Concord, NH 03301

7. Amend all other references to the NH Department of Education, the NH Dept. of Education, the DOE, the NH DOE, Office of WIOA Youth, the NH Department of Education Workforce Innovations Office, and/or Bureau of Youth Workforce by replacing with the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO).
8. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
9. This amendment shall be effective upon Governor and Council approval through June 30, 2021.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 3.3.21
Commissioner of Education Date

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 3/3/2021
Commissioner of Business & Economic Affairs Date

NH-JAG (Contractor)

By: Janet M. Ameth 3/1/2021
Signature, Title Executive Director Date

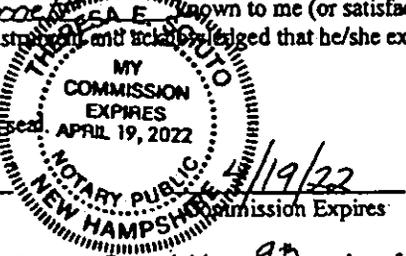
STATE OF New Hampshire

County of Hillsborough

On this the 1st day of March, 2021 before me, Theresa E. Scuto, the undersigned officer, personally appeared Janet M. Ameth known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Theresa E. Scuto
Notary Public/Justice of the Peace



Approved as to form, substance and execution by the Attorney General this 9th day of March, 2021

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

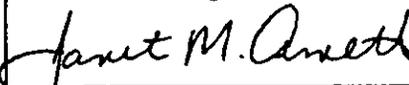
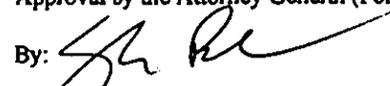
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Business and Economic Affairs		1.2 State Agency Address 100 North Main Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Jobs for America's Graduates		1.4 Contractor Address 175 Ammon Drive, Suite 212 Manchester, NH 03103	
1.5 Contractor Phone Number 603-647-2300	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation 1,268,832.45
1.9 Contracting Officer for State Agency Joseph Doiron, Director		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature  Date: 3/1/2021		1.11 Name and Title of Contractor Signatory Janet M. Arnett, Executive Director	
1.13 State Agency Signature  Date: 3/3/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner of Business & Economic Affairs	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/4/21 Christopher Bond			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 3/1/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH-JAG is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 20, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 335540

Certificate Number: 0005251905



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of February A.D. 2021.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Elena Preston, hereby certify that I am duly elected Secretary of NH-JAG.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 16, 2021, at which a quorum of the Directors were present and voting.

VOTED: That Janet Arnett, Executive Director is duly authorized to enter into contracts or agreements on behalf of NH-JAG with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 2/16/21

ATTEST: Elena Preston
Elena Preston, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2021

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425		CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (803) 293-2791 FAX (A/C, No): (803) 293-7188 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	
INSURED NH JAG 175 Ammon Drive #212 Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust Financial Services, Inc. INSURER B: Travelers Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:	

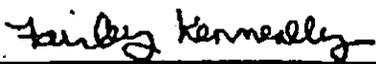
COVERAGES CERTIFICATE NUMBER: 2020 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		[REDACTED]	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER State of New Hampshire Department of Business and Economic Affairs Office of Workforce Opportunity 100 North Main St, Suite 100 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-6133
FAX (603) 271-1953

March 28, 2019

Modification to NH-JAG Contact

Approved by Governor and Council on June 17, 2017

New Hampshire Department of Education (NHDOE), Division of Career Technology and Adult Learning to modify the contract with NH Jobs for America's Graduates (NH-JAG), 175 Ammon Dr., Suite 212, Manchester, NH 03103 (Vendor Code 158930) in an amount not to exceed \$1,268,832.45 to provide youth services, employment, and training, as defined in Public Law 105-220. NH JAG is currently providing services in four (4) communities in the State of New Hampshire (Claremont, Woodsville, Manchester Memorial and Concord LNA). As of July 1, 2019, WIOA will fund two (2) communities (Concord LNA and Manchester Memorial).

Modification to include:

- Decrease in funding FY18 based on unexpended funds being returned to NHDOE by NH JAG
- Decrease in funding for FY19 based on available WIOA funding
- Decrease in planned funding for FY20 and FY21 based on availability of WIOA funding
- NOTE: all other contractual obligations remain in place as established in the original contract

100% Other (Department of Resource and Economic Development/Business and Economic Affairs MOU).

Funds to support this request are anticipated to be available in the account entitled Youth Title I- WIOA, contingent upon legislative approval of the next two biennial budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Payment Code: 06-56-56-565010-4095-102

Fiscal Year	Original Contract Amount	Reason For Modification	Modified Contract Based on Available WIOA Funds
Fy18	\$487,863.00	Unexpended funds from Vendor returned	\$342,877.45
FY19	\$487,863.00	Based on available WIOA funds	\$434,101.00
FY20	\$487,863.00	Estimated based on available WIOA funds	\$245,927.00
FY21	\$487,863.00	Estimated based on available WIOA funds	\$245,927.00

Limitation of Price:

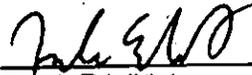
This contract will not exceed \$1,268,832.45.

Funds are contingent on:

- 1) federal funding from the US Department. of Labor;
- 2) attainment of contractual and performance goals and measures, and;
- 3) modifications (if necessary) to comply with new Department of Labor priorities and/or reauthorization.

Other funding limitations:

- No more than \$91,275 for each program year for the maximum of \$182,550.00 for ~~each of~~ fiscal years 20 and 21 may be spent on in-school youth services. KX
- A minimum of twenty percent (20%) of the expended budget must be spent on work-based learning activities.



Date: 6-2-19
Frank Edelblut
Commissioner Department of Education



Date 5/9/19
Janet Arnet
Executive Director NH JAG

137A-48



Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-6133
FAX (603) 271-1953

June 6, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with NH Jobs for America's Graduates (NH-JAG), 175 Ammon Dr., Suite 212, Manchester, NH 03103 (Vendor Code 158930) in an amount not to exceed \$1,951,452.00 to provide youth services, employment, and training, as defined in Public Law 105-220 in four (4) communities in the State of New Hampshire (Claremont, Concord, Manchester, Woodsville) effective upon Governor and Council approval through June 30, 2021. 100% Other (Department of Resource and Economic Development MOU).

Funds to support this request are anticipated to be available in the account entitled Youth Title I-WIA, contingent upon legislative approval of the next two biennial budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

06-56-56-565010-40950000-102-500731 Contracts for Program Services	\$487,863.00	FY18
06-56-56-565010-40950000-102-500731 Contracts for Program Services	\$487,863.00	FY19
06-56-56-565010-40950000-102-500731 Contracts for Program Services	\$487,863.00	FY20
06-56-56-565010-40950000-102-500731 Contracts for Program Services	\$487,863.00	FY21

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

EXPLANATION

The New Hampshire Department of Education has been awarded \$1,800,000 for FY18 and anticipates similar funding for FY19, FY20 and FY21 by the NH Department of Resources and Economic Development, Office of Workforce Opportunity (CFDA 17.259 WIOA Youth Activities). NH Department of Resources and Economic Development is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Workforce Innovation Opportunity Act (WIOA) funds allocated to the State of New Hampshire from the US Department of Labor. These funds will be used for the implementation and oversight of the WIOA Title I Youth program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

June 6, 2013

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The purposes for the Title I Youth funds are: (1) to provide to eligible youth in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (2) to ensure eligible youth have on-going mentoring opportunities with adults committed to providing such opportunities; (3) to provide opportunities for training to eligible youth; (4) to provide continued supportive services for eligible youth; (5) to provide incentives for recognition and achievement to eligible youth; and (6) to provide eligible youth with opportunities for activities related to leadership, development, decision making, citizenship, and community service; (7) to provide dropout recovery services and strategies, financial literacy education, entrepreneurial skills training, postsecondary preparation and transition activities, and integrated education; (8) training for a specific occupation or cluster, and services that provide labor market information about in-demand industry sectors and occupations; and (9) paid work-based learning experiences.

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

A Request for Proposal (RFP) was released the week of November 15, 2016. The RFP was sent to all high schools, charter schools, adult education programs, community based organizations and faith based organizations that were on the WIOA Youth mailing list for potential and former vendors. The RFP was based on the Workforce Innovation & Opportunity Act (WIOA). A copy of the RFP was posted to the NH Department of Education and NH Works web pages as well as the Manchester Union Leader and Sunday News on November 17, 2016 through November 19, 2016. Thirteen (13) proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Youth Council and included in the RFP (see Attachment A).

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

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut.
Department of Education

Attachment A

Proposal Criteria in RFP:

	In-School Points	Out-of-School Points
Program Description	60	60
General Program Operations	235	235
Program Elements	95	95
Academic Opportunities	35	35
Career Pathways/Development and Employment	115	115
Outcomes	50	50
Budget	15	15
Leveraged Resources and Stability	15	15
Bonus	0	25
TOTAL	620	645

The Council awarded, as reflected in the Request for Proposal, a regional distribution of funding and to ensure attainment of the federal standard that 75% will be expended on Out-of-School Youth:

North Country: 15% Belknap, Carroll, Coos, and Grafton counties;

Seacoast Region: 10% Rockingham and Stafford counties;

Hillsborough County: 67%;

West Central Region: 8% Cheshire, Merrimack and Sullivan counties

Reviewers for the out-of-school youth proposals:

- Brigitte Bowmar, Program Specialist for the NH Department of Education responsible for WIOA Technical Assistance
- Bonnie St. Jean, Retired Administrator at the Office of Workforce Opportunity NH Department of Resource and Economic Development
- Brenda Quinn, Owner E-STEM Solutions, LLC and Youth Council Chair
- Sarah Bennett, Education Consultant for the NH Department of Education in Adult Education
- Maria Gagnon, Administrator for Department of Health and Human Services, Child and Family Services
- Regina Fiske, Program Specialist for the NH Department of Education in Career Development Bureau

Reviewers for the in-school youth proposals:

- Pauline LaCroix, Program Specialist for the NH Department of Education responsible for WIOA Program Monitoring
- Kathy Jablonski, Retired and Youth Council Member
- Jeff Beard, Education Consultant III for the NH Department of Education in Career Development Bureau

Funding Recommendation: WIOA 2014 legislation shifted funding from requiring 30% of the budget to be expended on Out-of-School Youth to 75% of the budget expended on Out-of-School Youth. Therefore, some of the Out-of-School Youth programs are funded at a higher level than In-School youth programs. Additionally, there was an effort to maintain In-School Programs across as many regions of the state as possible.

Region	Applicant	ISY	OSY	Approved Amount FY18/FY19/FY20/FY21	Final Score	NOTE	Regional Reviewers
North Country	NH-JAG: Woodsville In-School	X		\$363,528.00	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	My-Turn: Lakes Region/Franklin Out-of-School		X	\$762,677.20	520 (84%)		B. St.Jean, M. Gagnon, R. Fiske
Seacoast	My-Turn: Rochester Out-of-School		X	\$770,655.56	515 (83%)		B. St.Jean, M. Gagnon, R. Fiske
West Central	NH-JAG: Claremont Out-of-School		X	\$604,216.00	498 (80%)		B. Bowmar, B. Quinn, S. Bennett
	NH-JAG: Concord Health Care		X	\$618,608	508 (82%)		B. Bowmar, B. Quinn, S. Bennett
Hillsborough	NH-JAG: Manchester Memorial In-School	X		\$365,100	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	My-Turn: Nashua North & South In-School	X		\$504,384.60	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	Unique Systems	X			204 (33%)	Not recommended for funding	P. LaCroix, J. Beard, K. Jablonski
	MyTurn Milford Manufacturing		X	628,134.32	555 (86%)		B. Bowmar, B. Quinn, S. Bennett
	My-Turn: Nashua Out-of-School		X	\$719,946.40	544 (88%)		B. Bowmar, B. Quinn, S. Bennett
	My-Turn: Nashua Manufacturing Out-of-School		X	\$764,227.88	555 (86%)		B. Bowmar, B. Quinn, S. Bennett
	MyTurn: Manchester		X	\$714,992	505 (82%)		B. St.Jean, M. Gagnon, R. Fiske
	Unique Systems		X		106 (17%)	Not recommended for funding	B. St.Jean, M. Gagnon, R. Fiske

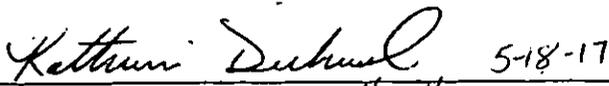
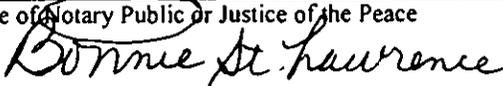
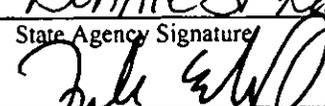
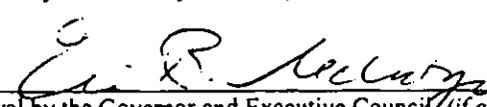
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 21 S. Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name NH Jobs for America's Graduates		1.4 Contractor Address 175 Ammon Dr., Suite 212, Manchester, NH 03103	
1.5 Contractor Phone Number 603.647.2300	1.6 Account Number 06-56-56510-4095-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$1,951,452.00
1.9 Contracting Officer for State Agency Kim Runion, Administrator		1.10 State Agency Telephone Number 603.271.3805	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Katherine Richard, Executive Director	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On: <i>5/18/2017</i> , 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 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]			
1.13.2 Name and Title of Notary or Justice of the Peace Bonnie St. Lawrence			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>6/14/17</i>			
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

1. The Contractor shall provide employment and training services, as defined in Public Law 113-128, to NH-Jobs for America's Youth (NH-JAG) consumers in the following communities.

Site	Students Enrolled in Training Activities Per Year for Four Years 420 (total)
Claremont – Out of School Youth (OSY)	100 Students (25 Annually)
Concord- Out of School Youth (OSY) Health Care	100 Students (25 Annually)
Manchester Memorial HS - In School Youth (ISY)	120 Students (30 Annually)
Woodsville High School (ISY)	100 Students (25 Annually)

2. The Contractor will be responsible for delivering or coordinating with other resources for the delivery of the Workforce Innovation and Opportunity Act (WIOA) of 2014 Essential Services and Elements.
3. The Contractor is responsible for recruitment, including advertising and development of related materials.
4. The Contractor is responsible for recruitment and submission of required paperwork to the NH DOE, Office of WIOA Youth for eligibility certification. All clients to be served through these program funds must be:

In-school Youth (ISY) must be a low-income individual as defined by the Workforce Innovation & Opportunity Act. In addition, the participant must possess one of the following barriers:

- Basic skills deficient;
- An English language learner;
- An offender;
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- Pregnant or parenting;
- A youth who is an individual with a disability;
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Out-of-School Youth (OSY) must meet at least one of the following criteria:

- Be within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;

- Recipient of a secondary school diploma or its recognized equivalent, who is low-income and either basic skills deficient or an English language learner;
 - Subject to the juvenile or adult justice system;
 - A homeless individual defined in sec. 41403(6), Violence Against Women Act (42 U.S.C. 14043e-2(6)), a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477, Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability;
 - Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment;
 - School dropout;
 - Certified eligible for WIOA Title I funds. NH Department of Education Workforce Innovations Office is responsible for certifying participants to be eligible for services based on required documentation submitted to that office.
5. Each participant or applicant who meets the minimum income criteria and possesses one of the identified barriers will be considered an eligible youth and shall be provided (where appropriate) :
- Information on the full array of applicable or appropriate services that are available through other providers or one-stop partners including those receiving funds under WIOA Title I;
 - Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.
- (Note: Each eligible provider of a program of youth activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.
6. Individuals may not be provided assessment or training services until certified eligible by the NH Department of Education.
7. Individuals may be provided support funding to purchase documents necessary for eligibility determination.
8. For eligible youth under WIOA Title I Youth, the Contractor shall:
- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of a participant is not required if the provider

carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

Note: Assessment is subject to change based on the development of WIOA Rules and Regulations.

- Develop service strategies for each participant that shall identify an employment goal (including nontraditional employment) as appropriate;
- Identify achievement objectives and appropriate services for the participant taking into account the assessment conducted. An exception exists in that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program; and
- Provide preparation for post-secondary educational opportunities, in appropriate cases: strong linkages between academic and occupational learning; preparation for unsubsidized employment in appropriate cases; and effective connections to intermediaries with strong links to the job market; and local and regional employers.

9. The WIOA Essential Elements that need to be available to each participant are:

- Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies through a school-site mentor;
- Alternative secondary school services with high academic standards, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work and work-based learning experiences that teach all aspects of the industry and general workplace competencies including internships, job shadowing, and school sponsored workplace mentoring;
- Occupational skill training aligned with career majors/paths, as appropriate, including instruction in general workplace competencies and all aspects of industry concurrent with other program elements delivery;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, including linking youth and adult mentoring, as appropriate;
- Supportive services and transition links;
- Adult mentoring, including academic and workplace mentoring which links youth and adult learning, for the period of participation and a subsequent period, for a total of not less than 12 months;
- Follow up services for not less than 12 months after the completion of participation, as appropriate; including post-program placement;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, career awareness and exploration, as appropriate.

- To provide dropout recovery services and strategies, financial literacy education, entrepreneurial skills training, postsecondary preparation and transition activities, and integrated education;
- Training for a specific occupation or cluster, and services that provide labor market information about in-demand industry sectors and occupations;
- Work-based learning experiences.

10. One Stop Services to Youth:

- a) WIOA youths, aged 18-24, may also be eligible for services supported through WIOA Adult or Dislocated Worker funds. Contractor shall make the appropriate referrals to allow the youth 18-24 to access appropriate services through the NH Works Centers or other WIOA supported options.
- b) Youth participants will be brought to the NH Works Job Center for tour, registration and trained on the resources available.
- c) Contractor will make a presentation to the NH Works team in your program area during the program recruitment period (within 90 days after OSY provider contract start date) for referral purposes and repeated annually thereafter.

11. Confidentiality:

- a) Contractor agrees to ensure that staff maintains the confidentiality of any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other source.
- b) Without the permission of the WIOA applicant/participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement and to persons having responsibilities under this agreement.
- c) Contractor agrees to take reasonable steps to ensure the physical security of such data under its control and will inform each of its employees, vendors, and subcontractors having any involvement with personal data or other confidential information of the laws and regulations related to confidentiality.

12. WIOA Adult Partner Meetings: A representative of the contractor shall attend regularly scheduled Partner Meetings. Partner Meetings are a collaborative approach to serving our nation's neediest youth and adults in order to develop innovative approaches, enhance the quality of services delivered, improve efficiencies, and improve the outcomes for WIOA participants.

13. State Administrator Meeting: A representative of the contractor shall attend regularly scheduled administrator meetings in order to address training and program issues.

14. Job Developer Quarterly meetings: Job developers hired by the program will attend quarterly meetings and training with the State WIOA Administrator.

Performance Requirements:

15. The contractor must achieve the minimum performance threshold as negotiated by the NH Workforce Opportunity Council and the Secretary of Labor for the following standards:

Performance Measures	Final Goals PY 2016	Final Goals PY 2017	Final Goals PY 2018/2019/2020
Employment (Second Quarter after Exit)	62.0%	63.0%	TBD
Employment (Fourth Quarter after Exit)	58.5%	59.0%	TBD
Median Earnings	Baseline	Baseline	TBD
Credential Attainment Rate	60.0%	60.5%	TBD
Measurable Skill Gains	Baseline	Baseline	TBD
Effectiveness in Serving Employers	Baseline	Baseline	TBD

16. Returning programs must attain 90% of program year enrollment plan goal by September 30 of respective program year; failure to achieve planned enrollment will result in a decrease in contract funds based on the per participant cost for each under enrollment. New programs must attain 90% of program enrollment the first year by December 30, and September 30 for all following years.

Co-Enrollment Performance Measures:

- a) 18-24 year olds being served with adult funding may choose to be enrolled in a youth-funded activity, or an 18-24 year old being served with youth funding may choose to be co-enrolled in an adult funded activity, providing adequate funding is available to support the co-enrollment activities chosen. Co-enrolled 18-24 year olds will be reported out in both the adult and appropriate youth performance measures.
- b) In the case of co-enrolled youth, each partner (contractor, WIOA Title I and/or dislocated worker sub-recipient) will equally be responsible for ensuring that both the adult and youth performance measures are met. Contractor will work with adult personnel to achieve identified goals.

Reporting Requirements:

17. The reporting requirements will coincide with the reporting requirements established by the Workforce Opportunity Council and the NH Department of Education as outlined in the Request for Proposal, E-teams, and include:

- a) Semi-annual success stories will be submitted to NH Dept. of Education via the E-Teams FTP site.
- b) A final annual cumulative report shall be submitted to NH Department of Education and shall include the number of people served, the services provided, the outcomes achieved, the weaknesses and strengths of the services and the placement status of those completing the contract.
- c) Submit quarterly status reports for all program activities by the 15th day of beginning month's quarter i.e. on Oct 15 submit a status report covering July 1-Sept 30 activities and plans for Oct 1-Dec 30;
- d) Fiscal Reports must be submitted no later than the tenth of the month following expenditures and at a minimum must include accrual report, reconciliation report, and supporting documentation for billing.

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

	FY18	FY19	FY20	FY21	TOTAL
Tuition	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000
Staff Salaries/Wages	173,775	173,775	173,775	173,775	695,100
Participant Wages	128,900	128,900	128,900	128,900	515,600
Fringe Benefits	59,724	59,724	59,724	59,724	238,896
Travel/Transportation	8,000	8,000	8,000	8,000	32,000
Communications	3,000	3,000	3,000	3,000	12,000
Program Fees	8,000	8,000	8,000	8,000	32,000
Expendable Supplies	4,000	4,000	4,000	4,000	16,000
Textbooks	2,000	2,000	2,000	2,000	8,000
Equipment	1,300	1,300	1,300	1,300	5,200
Insurance	5,200	5,200	5,200	5,200	20,800
Support Services	8,300	8,300	8,300	8,300	33,200
Admin @ 9%	33,164	33,164	33,164	33,164	132,656
Advertising	300	300	300	300	1,200
Staff Training	2,400	2,400	2,400	2,400	9,600
Student Activities	4,000	4,000	4,000	4,000	16,000
Contract Services	800	800	800	800	3,200
TOTALS	\$487,863	\$487,863	\$487,863	\$487,863	\$1,951,452

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Scope of Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$1,951,452.
2. The contractor in collaboration with DOE administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from the DOE.
3. The total of all approved budgets within this contract period shall not exceed \$1,951,452 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards (Governor and Council approved Memorandum of Understanding between the NH Department of Education and the Department of Resource and Economic Development) for the delivery of re-employment services for eligible youth received for each program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
5. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: 17.259 WIOA Youth Activities – States for the purpose of the delivery of WIOA services to eligible individuals.
6. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2021 shall not be accepted for payment.
8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for each program year covered under this agreement. In the event that line-item budgets are adjusted within a program year, such adjustments shall not exceed the approved administration cost for each program year.
9. The Contractor agrees that all financial reports shall at a minimum be itemized by program location and In-School Youth and Out-of-School Youth.
10. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
11. Invoices shall be sent to:

Kim Runion, Administrator
Office of WIOA Youth
Division of Career Technology and Adult Learning
Department of Education
21 South Fruit St., Suite 20
Concord, NH 03301

Invoices shall be paid to:
NH Jobs for America's Graduates
175 Ammon Dr., Suite 212
Manchester, NH 03103

12. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Office of WIOA Youth staff and/or its auditors.
13. Department of Resource and Economic Development/Office of Workforce Opportunity reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
14. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State and the DOE cash management regulations and policies, including monthly accrual reporting.
15. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
16. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
17. The Contractor is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles, lobbying, real property and improvements, cost of interest payments, membership dues, professional license, annual professional dues or fees, finance charges, late fees or penalties, and depreciation charges. This is not intended to be an all-inclusive list, the contractor must review any proposed cost outside of the approved line item budget with the Administrator for the Bureau of Youth Workforce.

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

Limitation of Price:

This contract will not exceed \$1,951,452. Funds will not exceed \$487,863 for each of FY18, FY19, FY20, and FY21. Funds are contingent on 1) federal funding from the US Department of Labor; 2) attainment of contractual and performance goals and measures, as well as; 3) modifications (if necessary) to comply with new Department of Labor priorities and/or reauthorization. No more than \$182,157 for each program year for a total of \$728,628 for the four year contract, may be spent on in-school youth services. A minimum of twenty percent (20%) of the expended budget must be spent on work-based learning activities.

Method of Payment:

Monthly advance payment may be made for each month of the contract years. Each advance payment will be based on a line item estimate of expenditures for the coming payment period. Each advanced payment request, except the first request, will include a line item listing of expenses incurred during the previous period within the in-school and out-of-school youth funding categories. The Reconciliation Report, Work-Based Learning Report, and Accrual Reports are due the 10th day of the month following service provision (if the 10th day of the month falls on the weekend, the reports are due the following Monday). Ten percent of the contract price will be withheld until the submission of all reports and the satisfactory completion of all contract requirements. Invoices will be submitted to the Office of WIOA Youth Administrator, 21 South Fruit Street, Suite 20, Concord, NH 03301. The NH Federal Fiscal Handbook and Procedures will be followed for advance payment practices.

EXHIBIT C

Special Provisions

On or after the date set forth in Item 1.7 of the General provisions, the Contractor shall deliver to the State, at the address set forth in Item 1.1 and 1.2, an independent audit of the funds received under this Agreement, during the Contractor's fiscal year, which is conducted in compliance with the Single Audit Act of 1984 (P.L. 98-502) and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions.

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 2 CFR 200 Appendix II (H):

A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Intellectual Property Clause

"The Federal government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and ii) rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH-JAG is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 20, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 335540



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Elena Preston, Secretary for NH-JAG do hereby certify that:

- (1) I maintain and have custody of and am familiar with the minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books;
- (3) The following is a true and complete copy of the resolutions adopted by the Board of Directors of the corporation at a meeting of the Board of Directors by unanimous written consent with an intended effective date of March 10, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

"To authorize Katherine Dichard, Executive Director of NH-JAG, to negotiate and sign a contract with the Department of Education as related to funds received from the Workforce Innovation and Opportunity Act Grant for purpose of funding NH-JAG Programs for the dates of July 1, 2017 through June 30, 2021."

- (4) The following is a true and complete copy of the by-laws adopted by the incorporators on January 19, 2000, as amended by the Board of Directors on October 25, 2013;
- (5) The foregoing resolutions and by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) The following persons lawfully occupy the offices indicated below:

Dr. Susan Huard	Chairwoman
Richard Morin	Vice Chairman
Katherine Dichard	Executive Director
David Plante	Treasurer
Elena Preston	Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 18 day of May, 2017

(Corporate Seal if any)

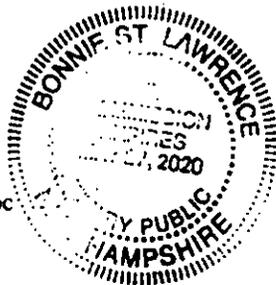
Elena Preston
Secretary

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On May 18, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledges that she executed the foregoing certificate.

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



Bonnie St. Lawrence
Notary Public
My Commission expires: 5/27/2020



Supporting youth in school, work & life.

June 13, 2017

Dear Kim,

As you know, NH-JAG's certificate of insurance expires on July 1, 2017. We are in the process of completing the billing the month of June, which includes our deposit for insurance renewal. Once that deposit is received and clears, we will get our updated certificate of insurance which will cover July 2, 2017 – July 1, 2018. We expect to have that new certificate within the next 2 weeks and will provide you with a copy as soon as it is received. Please let me know if you need any other additional information in the meantime.

Thank you,
Katie Dichard
NH-JAG, Executive Director

NEW HAMPSHIRE JAG
STATEMENT OF FINANCIAL POSITION
June 30, 2016

ASSETS

CURRENT ASSETS:

Cash	\$ 191,174
Accounts receivable	35,973
Unconditional promises to give	27,325
Prepaid expenses	<u>5,958</u>
TOTAL CURRENT ASSETS	<u>260,430</u>

PROPERTY AND EQUIPMENT:

Furniture and equipment	12,253
Less accumulated depreciation	<u>(12,253)</u>
PROPERTY AND EQUIPMENT, NET	<u>-</u>

TOTAL ASSETS \$ 260,430

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:

Accounts payable	\$ 2,855
Accrued expenses	<u>25,927</u>
TOTAL CURRENT LIABILITIES	<u>28,782</u>

NET ASSETS:

Temporarily restricted	129,462
Unrestricted	<u>102,186</u>
TOTAL NET ASSETS	<u>231,648</u>

TOTAL LIABILITIES AND NET ASSETS \$ 260,430

NEW HAMPSHIRE JAG
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2016

CHANGES IN UNRESTRICTED NET ASSETS:

REVENUE AND SUPPORT:

Fees and grants from governmental agencies	\$ 631,812
Contributions	3,122
Interest	164
In-kind donations	178,178
Fundraising events	60,410
Other revenue	<u>12</u>
TOTAL UNRESTRICTED REVENUES	<u>873,698</u>

NET ASSETS RELEASED FROM RESTRICTIONS:

Satisfaction of donor restrictions	<u>357,192</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>357,192</u>
TOTAL UNRESTRICTED REVENUES AND SUPPORT	<u>1,230,890</u>

EXPENSES:

PROGRAM SERVICES:

Workforce Investment Act Program	715,694
Employment and Education Advancement	40,502
Dropout Prevention Alternative Education	258,518
Middle School Program	<u>42,629</u>
TOTAL PROGRAM SERVICES	<u>1,057,343</u>

SUPPORTING SERVICES:

General administration	196,268
Fundraising	<u>9,215</u>
TOTAL SUPPORTING SERVICES	<u>205,483</u>
TOTAL EXPENSES	<u>1,262,826</u>

TOTAL (DECREASE) IN UNRESTRICTED NET ASSETS (31,936)

CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:

Contributions	385,090
Net assets released from restrictions	<u>(357,192)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>27,898</u>

CHANGE IN NET ASSETS (4,038)

NET ASSETS, JULY 1 235,686

NET ASSETS, JUNE 30 \$ 231,648

NH-JAG BOARD OF DIRECTORS – All Volunteer Positions

Revised 5/22/17

<p>Andrea Alley Manchester School District 195 McGregor St. Suite 201 Manchester, NH</p> <p>Start Date: 2016</p>	<p>Brandon Ambrose</p> <p>Start Date: 2015</p>	<p>Honorable Norman Champagne Manchester District Court (retired) Manchester, NH</p> <p>Start Date: 2000</p>	<p>Jamison Clouthier</p> <p>Start Date: 2013</p>
<p>Patrick Duffy</p> <p>Start Date: 2004</p>	<p>Marc Geaumont</p> <p>Start Date: 2015</p>	<p>James D. Helm</p> <p>Start Date: 2005</p>	<p>Dr. Susan Huard, President Chair</p> <p>Start Date: 2011</p>
<p>Jennifer L. Landon</p> <p>Start Date: 2016</p>	<p>Richard Morin Vice Chair</p> <p>Start Date: 2004</p>	<p>Jarrett Mucci</p> <p>Start Date: 2017</p>	<p>David Plante, CPA Treasurer</p> <p>Start Date: 2013</p>
<p>Carrie Poole</p> <p>Start Date: 2015</p>	<p>Elena Preston Secretary</p> <p>Start Date: 2014</p>	<p>Robert Stephen Immediate Past Chair</p> <p>Start Date: 2000</p>	<p>Andrew York</p> <p>Start Date: 2016</p>
<p>Senator Lou D'Allesandro (Honorary Director)</p>	<p>Former Senator Molly Kelly (Honorary Director)</p>	<p>Former Senator Bob Odell (Honorary Director)</p>	<p>Bishop Jason Sanderson (Honorary Director)</p>

SALARIES AND FRINGES

DIRECT SERVICE POSITION / PERSON	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRACT	SALARY TOTAL	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRA CT	BENEFIT TOTAL
Manchester Memorial High	SALARY	SALARY	SALARY	SALARY			Benefits	Benefits	Benefits	Benefits		
Youth Specialist	33,475	33,475	33,475	33,475	100%	133,900	12,040	12,040	12,040	12,040	100%	48,160
Program Assistant	3,900	3,900	3,900	3,900	100%	15,600	312	312	312	312	100%	1,248
Program Manager	7,500	7,500	7,500	7,500	15%	30,000	1,807	1,807	1,807	1,807	15%	7,228
Total	44,875	44,875	44,875	44,875		179,500	14,159	14,159	14,159	14,159		56,636

ADMINISTRATIVE POSITION / PERSON	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRACT	SALARY TOTAL	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRA CT	BENEFIT TOTAL
Manchester Memorial High	SALARY	SALARY	SALARY	SALARY			Benefits	Benefits	Benefits	Benefits		
Program Manager	1,000	1,000	1,000	1,000	2%	4,000	421	421	421	421	2%	1,684
Director	4,000	4,000	4,000	4,000	8%	16,000	320	320	320	320	8%	1,280
Total	5,000	5,000	5,000	5,000		20,000	741	741	741	741		2,964

DIRECT SERVICE POSITION / PERSON	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRACT	SALARY TOTAL	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRA CT	BENEFIT TOTAL
Woodsville High School	SALARY	SALARY	SALARY	SALARY			Benefits	Benefits	Benefits	Benefits		
Youth Specialist	32,500	32,500	32,500	32,500	100%	130,000	11,922	11,922	11,922	11,922	100%	47,688
Program Assistant	3,900	3,900	3,900	3,900	100%	15,600	312	312	312	312	100%	1,248
Program Manager	7,500	7,500	7,500	7,500	15%	30,000	1,807	1,807	1,807	1,807	15%	7,228
Total	43,900	43,900	43,900	43,900		175,600	14,041	14,041	14,041	14,041		56,164

DIRECT SERVICE POSITION / PERSON	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRACT	SALARY TOTAL	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRA CT	BENEFIT TOTAL
<i>Concord OSY</i>	SALARY	SALARY	SALARY	SALARY			Benefits	Benefits	Benefits	Benefits		
Youth Specialist	32,000	32,000	32,000	32,000	100%	128,000	12,114	12,114	12,114	12,114	100%	48,456
Program Assistant	13,000	13,000	13,000	13,000	100%	52,000	1,350	1,350	1,350	1,350	100%	5,400
Follow-up Coordinator	-	-	-	-	100%	-	-	-	-	-	100%	-
Program Manager	10,000	10,000	10,000	10,000	20%	40,000	2,110	2,110	2,110	2,110	20%	8,440
Total	55,000	55,000	55,000	55,000		220,000	15,574	15,574	15,574	15,574		62,296

ADMINISTRATIVE POSITION / PERSON	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRACT	SALARY TOTAL	PY17 4/1/17- 6/30/18	PY18 7/1/018- 6/30/19	PY19 7/1/19- 6/30/20	PY20 7/1/20- 6/30/21	% OF TIME ON CONTRA CT	BENEFIT TOTAL
<i>Concord OSY</i>	SALARY	SALARY	SALARY	SALARY			Benefits	Benefits	Benefits	Benefits		
Program Manager	1,000	1,000	1,000	1,000	2%	4,000	421	421	421	421	2%	1,684
Director	4,000	4,000	4,000	4,000	8%	4,000	320	320	320	320	8%	1,280
Total	5,000	5,000	5,000	5,000		4,000	741	741	741	741		2,964

Katherine Dichard

kdichard@nh-jag.org

Education

Masters of Education, School Counseling

Rivier College, Nashua, NH, May 2006

Bachelor of Arts, Criminology and Criminal Justice

University of Maryland, College Park, MD, May 2002

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

Employment

Executive Director, NH-Jobs for America's Graduates

December 2012 - Present

Manchester, NH

- Responsible for the overall leadership and management of the NH-JAG organization.
- Responsible for strategic planning, growth, and development of statewide youth programs
- Maintain financial stability via state and federal grants, public and private foundations, fundraising efforts and legislative initiatives
- Manage operating budget of over \$1M annually.
- Supervise a staff of 22 serving over 500 students
- Responsible for grant writing, management, evaluation and reporting requirements.
- Plan and execute statewide staff training and student events

Program Manager, NH-Jobs for America's Graduates

8/2007-12/2012

Manchester, NH

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

Youth Specialist, NH-Jobs for America's Graduates

8/2006- 8/2007

Manchester West High School, Manchester, NH

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

Professional

Affiliations

Greater Manchester Chamber Of Commerce

- Leadership Greater Manchester Graduate, Class of 2012
- LGM Alumni Committee Member, 2013 - present

Manchester Young Professional Network

American School Counselor Association

Janet M. Arnett

Experience

2006 to Present New Hampshire – Jobs for America's Graduates Manchester, NH

Program Manager

- Responsible for implementation of national Jobs for America's Graduates (JAG) model at multiple sites across New Hampshire
 - Coordination of all operations of school-to-career program including documentation, data gathering and grant reporting while working collaboratively with public and private community leaders, employers, school administrators and other service providers
 - Responsible for WIA funded ARRA Summer Youth Employment Program – summer 2009
 - Responsible for recruitment, training and coaching of NH-JAG Youth Specialists
-

2004 to 2006 Concord Regional Technology Center Concord, NH

Educational Assistant

- Provided technical assistance and support to lead teacher in "real world" vocational classroom
 - Coached CTE center culinary students on retail operations and customer service in Crimson Cafe student operated restaurant
 - Trained students on use of state of the art POS system.
-

2003 to 2004 Mountain View Grand Resort & Spa Whitefield, NH

Training Manager

- Successfully implemented a company-wide structure and training program to develop more than 100 employees during grand opening year
 - Using a "train the trainer" model, coached department managers to effectively train front-line employees
 - Created an HR policies and procedures handbook for MVG department managers
-

Additional Experience

- Adult Education: Adult learning center course design and implementation in culinary arts
- CTE Advisory Board Member: Concord Regional Technology Center Culinary Arts program
- Skills USA: Member and NH culinary competition judge
- Steering committee member for advocacy organization: Children of Sullivan County
- Extensive experience in hotel management including human resources, budgets, sales & marketing, operations and special events
- National JAG Training Seminar 2006 & 2011, JAG Management Development Institute: July 2006

Education

Bachelor of Science – **Human Resources and Training**, *Summa Cum Laude* 2002
Granite State College, University System of New Hampshire

Associate of Science – **Culinary Arts**, *Cum Laude* 1982
Johnson & Wales University, Providence, Rhode Island

Psychology major
University of Vermont, Numerous liberal arts and social science course credits

Cathleen Slack
Bachelor in Science, Springfield College

SUMMARY OF QUALIFICATIONS

Management & Supervision	Program Development & Implementation
Advocate for Developmentally Disabled	Collaborate with Community Resources
Vocational Job Placement	Provide Education & Support
Independent & Team Player	Strategic & Positive

EXPERIENCE

Youth Specialist

8/15 - current

NH-JAG (Jobs for America's Graduates), Claremont, NH

Providing alternative options for young adults to achieve their high school diploma or HiSet certification. Working one-on-one to assist in career development. Work with partnering agencies in the community. Assess skills and needs of each participant as they enter the program.

Family Services Coordinator

2/14 - 8/15

Pathways of the River Valley, Claremont, NH

Supported adults with disabilities to navigate their community resources. Assisted teams to identify annual goals and ensure the individual's health and daily living was provided in a safe and thorough manner. Worked closely with families to provide best practice supports. Provided case management services to a large caseload of adults with varying abilities.

Assistant Program Director

5/13 - 2/14

Siddharth Services, Inc., Manchester, NH

Responsible for specific programmatic, fiscal and human resources components of developmental services under the direction of the director. Manage individualized programs (residential and community based) specifically for developmentally disabled individuals with mental health diagnosis and/or behavioral support needs.

Vocational Specialist

Riverbend Community Mental Health, Concord, NH

5/11 – 5/13

Support people with mental illness to attain and maintain employment with a job they desire in their community.

Ed Tech/Paraprofessional

Thornton Academy Saco ME and Bradford Elementary, Bradford NH

9/09 – 5/11

Work collaboratively with educational team to develop support plans for post graduation. Tutor classroom of students in Math, English, Wellness and Daily Living Skills. Work closely with family members establishing communication for better services provided through the school and state system. Listen, support, and assist the student(s) to "drive" their own future plan. Ensure a safe learning environment for all students.

Director

State of Maine Residential Resources of Maine, Portland, ME

10/97 – 6/09

Responsible for clinical, fiscal and human resources oversight of group and individualized residential programs serving people with developmental disabilities. Developed programs of services and budgets. Increased revenue from 1.2 million to 7+ million dollar budget. Expanded the scope of services from southern Maine into the Downeast region. Developed State of Maine Corporate Compliance plan for Residential Resources.

Associate Director

Residential Resources, Inc., Concord, New Hampshire

1994 – 1997

Responsible for specific programmatic, fiscal and human resources components of developmental services at the direction of the regional director. Created and managed individualized programs (residential and community based) specifically for people who had been institutionalized in psychiatric hospitals and institutions for the developmentally disabled.

TARA STRONG

SUMMARY:

Ten years of experience in program design, development and management in both higher education and non-profit settings. | Exceptional communication skills. | Ability to work with diverse student populations. | Creative, resourceful and passionate professional.

EDUCATION:

Merrimack College | N. Andover, MA

M.Ed. Higher Education | 2014

Newbury College | Brookline, MA

B.S Psychology | 2008

NON-PROFIT EXPERIENCE:

New Hampshire JAG | Concord, NH

Youth Specialist | March 2017- Present

Recruit students who have a documented success barrier for an expense paid LNA program | Provide guidance, counseling and academic advising to program participants | Engage in ongoing community outreach efforts | Provide one year of follow up direct services to program participants | Maintain a vibrant collaboration between NH-JAG, Havenwood-Heritage Heights (clinical site), American Red Cross (instructors) and the Department of Education | Lead workshops regarding financial literacy, tutoring and career readiness | Complete administration tasks for the Concord NH-JAG site

Bay Area Community Resources, Ralph J. Bunche High School | Oakland, CA

Site Coordinator| 2011- 2012

Managed site budget. | Supervised enrichment staff of six. | Led weekly team meetings. | Collaborated in developing program events with other Bunche community stakeholders. | Developed curriculum for a girls mentor program. | Led high school mentor group of 10 girls. | Served as a liaison between Laney College and Ralph J. Bunche's joint concurrent enrollment S.T.E.M initiative. | Held resume workshops weekly. | Taught Cyber High, credit recovery class daily.

TARA STRONG

Center for Student Missions | Oakland, CA

Associate Director | 2008- 2011

Trained and supervised 11 seasonal interns. | Acted as a high volume, volunteer manager. | Managed a monthly program budget. | Initiated and maintained partner relationships with community non- profits. | Coordinated and led weekly meetings with national team leaders.

HIGHER EDUCATION EXPERIENCE:

Plymouth State University| Plymouth, NH

Interim Community Service Center Coordinator| January 2016- May 2016

Maintained and create community and college partnerships. | Supervised work study students. | Advised student clubs and organizations. | Oversaw service projects including but not limited to Alternative Spring Break, Saturday services opportunities and on campus volunteer projects. | Continually evaluated the impact of the Community Service Center. | Researched best practices to advance the impact of service projects.

North Shore Community College| Lynn, MA

Program Coordinator/ Adjunct Professor| May 2014- June 2015

Consistently recruited program participants. | Facilitated student support groups. | Designed curriculum for credited courses. | Taught College Success Seminar and Career Exploration courses. | Advised SAILL cohort of students. | Managed all administrative duties including the program's operating budget. | Coordinated student internships. | Collaborated with campus and community stakeholders. | Managed two support staff. | Developed effective staff trainings and student orientations. | Served as a liaison for former foster youth and North Shore Community College.

O'Brien Center for Student Success, Merrimack College | N. Andover, MA

Program Coordinator Intern, Generation Merrimack | May 2013- June 2014

Designed and implemented the second year component for a Generation Merrimack, a first generation college student support initiative at Merrimack College. | Provided career specific advising for over 200 students.

JESSIKA NICOLE SZATNY

OBJECTIVE

Psychology and Social Science graduate and MSW candidate seeking employment and career opportunities in the field of social services. Ambitious, dedicated, and focused individual with exceptional research knowledge, organization, writing, editing, and effective communication skills. Possess experience in leadership, peer mentoring, and problem solving. Ability to work efficiently, effectively, and successfully under stress.

WORK OF EXPERIENCE

Jobs for America's Graduates
Youth Specialist (Grant Funded)
February 2017-Present

Woodsville, New Hampshire

- Provided a comprehensive program of classroom, work-based, and community-based activities designed to help students achieve thirty-seven (37) JAG competencies in six (6) clusters: Career Development, Job Survival, Basic Skills, Leadership and Self-Development and Personal Skills.
- Organized, created, and implemented new projects while evaluating and improving existing services.
- Determined program eligibility through obtaining required personal and family documentation.
- Provided guidance, support, referral and tutorial services to ensure students stay in high school and complete graduation requirements.
- Used a student-led organization, National Career Association, to motivate students using pride of membership in chapter activities for the purpose of reinforcing the JAG program competencies and to achieve desired program outcomes.
- Advised and assisted chapter leaders on conducting Career Association activities including: community service, leadership and development, social development, skills development, National Competitive Events Program, and fundraising/public relations activities.
- Participated in staff development workshops as provided by Jobs for New Hampshire Graduates, Department of Education, and the school district.
- Managed time effectively and prioritized work to meet required time lines.
- Implemented employer marketing and job development plan to ensure all students are provided with work-based learning experiences during and after high school.

Mount Prospect Academy
Independent Living Teacher
August 2016-February 2017

Plymouth, New Hampshire

- Created and implemented meaningful and comprehensive independent living curriculum using project based activities.
- Administered required New Hampshire assessments within the first 30 days of placement.
- Taught and monitored New Hampshire Trails Curriculum required by Department of Health and Human Services.
- Completed monthly reports, evaluations on student success, and discharge reports.
- Supervised and documented morning routine, daily hygiene, and chore requirements in a residential setting.
- Planned and facilitated trips to Job Corps, college fairs, FAFSA trainings, and life skills trainings.
- Developed and implemented trips to support learning on navigating public transportation, social services, and community events.
- Created individual treatment plans based on assessment results.
- Participated in treatment team meetings and academic team meetings.
- Certified in therapeutic crisis intervention.

Department of Defense Education Activity
Educational Aid
December 2013- March 2016

Naples, Italy

- Responsible for supervision of children, first through sixth grade, during lunch and recess periods.
- Assisted Principle with positive student interventions.
- Created a rainy day recess plan allowing children to participate in indoor activities.
- Reinforcement of instruction, safety guidelines, classroom policies, and behavior expectations.
- Problem solving regarding student conflict.
- Assisting teacher in grading papers, copying, and navigation of classroom activities.
- Close interaction and deep level of communication with children ages 6-13 years old.

EDUCATION

Masters in Social Work (MSW)- (2016-Present) UNIVERSITY OF SOUTHERN CALIFORNIA
Virtual Academic Center
GPA: 4.0

B.S. Psychology & Social Science- (2015) UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE-
Naples, Italy
GPA: 3.88/4.0

AMY D. DARRIGO

EDUCATION Lyndon State College, Lyndonville, VT May 2014
Bachelor of Science, Human Services
3.8 GPA

EXPERIENCE

Jobs for America's Graduates – Manchester Memorial High School, Manchester, NH
Youth Specialist September 2014 – Present

- Manage the day to day operation of classroom.
- Responsible for recruitment, retention, and persisting students through the JAG program each academic year.
- Support 30 students on things such as academic support, emotional wellness, and personal development.
- Maintain consistent records and notes on each student and their progress in and out of the classroom.
- Develop curriculum with a focus on career development and emotional intelligence.
- Connect students with community resources such as conference and job fairs.

Burke Town School Guidance Office - Burke, VT
Homeschool Coordinator Intern Spring 2014

- Assisted in the creation of a classroom environment conducive to learning and appropriate to the physical, social, and emotional development of students with an emphasis on social skill building and positive behavior reinforcement.
- Supported student's grades k-8 in personal and academic growth.
- Created individualized intervention plans for students to help refocus and redirect behavior.
- Educated students on appropriate coping mechanisms in order to empower them to take control of their behaviors.

Lyndon State College Children's Center - Lyndonville, VT
Field Work Intern Spring 2012

- Supported the social and emotional development of children ages 4-6.
- Provided activities and opportunities that encouraged curiosity, exploration, and problem-solving appropriate to the development levels of the children.
- Assisted in daily operations of the center including facilitation of lesson plans, administrative tasks, and supervision of children.

Lyndon State College Office of Admissions, Lyndonville, VT
Student Ambassador September 2012 – May 2014

- Provided visitors a full campus tour, which informs them of Lyndon's degree programs, campus life, housing, resources and the Lyndon experience.
- Assisted other departments on campus in related admissions tasks/duties.
- Represented Lyndon State College at admissions events and provided customer service to families and prospective students.

ADDITIONAL RELATED EXPERIENCE

Stand up and Stand Out Leadership Conference, Lyndon State College	May 2014
Healthy Hornet's Choices Committee Member, Lyndon State College	August 2013- May 2014
A Society of Students in Service Together (A.S.S.I.S.T), Lyndon State College	May 2013 – May 2014
Manager of the Rock Climbing Wall, Lyndon State College	September 2012 – May 2014
Manager of Intermurals, Athletics Department, Lyndon State College	September 2012-May 2014
Manager, Nelsons Candy Company, Hampton, NH	2010-2014
Ski Instructor, Cranmore Mountain, North Conway, NH	2007-2012