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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

December 21, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources (DEAR), to amend an existing contract, on a **sole source** basis, with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), by increasing the price limitation by $138,360.00 from $297,216.00 to $435,576.00, for additional services to continue to improve its data collection systems, effective upon Governor and Council approval, through June 30, 2021. This contract was originally approved by Governor and Council on December 18, 2019 (Item #148) and renewed with Governor and Council approval on June 24, 2020 (#169). 100% General Funds

Funds are available in the account titled Education Analytics & Resrcs as follows:

		FY 21
06-56-56-567010-30410000-102-500731	Contracts for Program Services	$138,360.00

EXPLANATION

This contract is amended on a **sole source** basis as the amount exceeds 10% of the original contract amount.

A request for proposals was posted on the Department website on June 28, 2019. The Department was seeking an individual or organization to update the proprietary i4see data collection application which included Career & Technical Education (CATE) and English Speakers of Other Languages (ESOL) conversions; to design, build, and deploy a new proprietary common database application and update the common database application and schema; to enhance the proprietary Educator ESS survey system; and to update, build, and create SQL Server Reporting Services (SSRS) reports and submission applications. Community & School Partners was subsequently awarded the contract.

The Department would like to expand the service responsibilities Community & School Partners, LLC, will provide. The amendment is due to the need for various system elements which are related to changes in data collection relative to improved data validation and reporting mechanisms, some of which are related to COVID-19 and remote learning. Community & School Partners, has assisted with a variety of development initiatives, and has a great deal of knowledge regarding the functionality of the systems, as well as the ability to translate technology requirements into business needs in order to implement the changes and operational supports for the DEAR data collection systems. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience in programming are an asset to the Department in complying with recent Administrative rule changes.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:cdd:emr

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

December 2, 2020

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Community & School Partners, LLC, Rye, NH, as described below and referenced as DoIT No. 2020-008B

> This is a request for approval to amend a current contract with Community & School Partners, LLC to continue to update the Initiative for School Empowerment and Excellence (i4see) application and design; update the common database and schema; enhance the proprietary Educator Statistics Survey (ESS) system; and to update, build and create SQL Service Reporting System (SSRS) reports and submission applications.
>
> The contract amendment increases the Price Limitation by $138,360 from $297,216 to $435,576, with no change to the contract end date, effective upon the date of Governor and Executive Council approval through June 30, 2021.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/
DoIT #2020-008B

cc: Bruce Smith

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH , (Vendor Code 159040), hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on December 18, 2019 (Item #148) and renewed with Governor & Council approval on June 24, 2020 (#169) hereby agree to modify same as follows:

1. Amend Section 1.8 by increasing the price limitation from $297,216.00 to $435,576.00
2. Remove Exhibit B-1 (Scope of Service) and replace with Exhibit B-2 (Scope of Services)
3. Remove Exhibit C-1 (Budget) and replace with C-2 (Budget)
4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
5. This amendment shall commence upon Governor and Council approval and shall terminate on 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: _____ 1-6-21
Commissioner of Education Date

Community & School Partners, LLC
Name of Corporation (Contractor)

By: _____ 12/3/2020
Michael Schwartz, Sole Proprietor Date

STATE OF _____

County of _____

On this the _____ day of _____, 2020 before me, _____, the undersigned officer, personally appeared Michael Schwartz known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

_____ _____
Notary Public/Justice of the Peace Commission Expires

Approved as to form, substance and execution by the Attorney General this 6th day of JANUARY, 2021

_____
Division of Attorney General Office
Christopher Bond

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

By: _____

EXHIBIT B-2

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education, upon Governor & Council approval, through June 30, 2021:

Due to additional field support requirements, changing requirements to meet the Covid-19 related state and federal requirements, as well as new system support needs, the resources required to support this contact have expanded. This ongoing project continues to entail the following:

1. Develop a work plan in conjunction with the project director
2. Perform testing requirements
3. Provide necessary training to staff
4. Updates
   a. Main i4See Application
   b. CATE Conversion to Main i4see application
   c. ESOL Conversion to Main i4see application
5. Design, Build and Deploy new Common Database Application with Updated DB Structure
   a. New Application – C#/MVC Build
   b. New Database Schema
6. Update/Redesign ESS Survey Application
   a. Update Application to allow for Document Uploads
   b. Build Out application to provided more dynamic survey creation; build administration panel to provide the DOE access to create, turn on/off, and manipulate surveys
   c. ESS Survey Enhancements; e.g. A12G
7. Update/Add Application to allow for Document Uploads
8. Build SSRS Reports for all ESS Surveys
9. Review/Update/Build SSRS Reports for i4see Submissions
10. Create a Contact Application
    a. C#/MVC Build
11. Additional Support as Requested

EXHIBIT C-2
BUDGET

The following budget costs include travel expenses.

(Budget through June 30, 2021)

Role	Current Hours FY 21	Current Cost FY 21	Amendment/ Increase Hours FY 21	Amendment/ Increase Cost FY 21
Programmer Support	2,080	$124,800.00	570	$34,200.00
Senior Development and Architect	192	$23,808.00	840	$104,160.00
	2,272	$148,608.00	1,410	$138,360.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $286,968.00.

Funding Source: Funds to support this request are available in the accounts titled Educational Statistics, Federal Accountability, and Education Analytics and Resrcs as follows:

		FY 21
06-56-56-567010-30470000-102-500731	Contracts for Program Services	$118,608.00
06-56-56-567010-30590000-102-500731	Contracts for Program Services	$ 30,000.00
06-56-56-567010-30410000-102-500731	Contracts for Program Services	$138,360.00
	Total	$286,968.00

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

James Kask
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

CERTIFICATE OF AUTHORITY

(Single Member)

I, Michael F. Schwartz, as a Single Member of my Limited Liability Company, Community & School Partners, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Community & School Partners, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Limited Liability Company this 3rd day of December, 2020.

Single Member

STATE OF New Hampshire

COUNTY OF _____

On this the _____ day of _____, 2020, before me, _____ the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Single Member of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Single Member.

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

Notary Public/Justice of the Peace

My Commission expires:

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 COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 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: **349761**
Certificate Number: **0004923761**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of June A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2020

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		
Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000 E-MAIL ADDRESS: emma@kaneins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Co	11000
INSURED Community & School Partners	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y			08/10/2020	08/10/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Activities usual and customary to education consulting.

NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
NH Department of Education The State of New Hampshire 101 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Emma Pankey

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JUN11'20 PM 3:23 DAS

169

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

June 1, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise a renewal option of a contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), by increasing the price limitation by $148,608.00 from $148,608.00 to $297,216.00 to continue to improve its data collection systems, effective July 1, 2020, upon Governor and Council approval, through June 30, 2021. This contract was originally approved by Governor and Council on December 18, 2019 (Item #148). 80% General Funds, 20% Federal Funds

Funds are available in the accounts titled Educational Statistics and Federal Accountability for FY 21 as follows:

		FY 21
06-56-56-567010-30470000-102-500731	Contracts for Program Services	$118,608.00
06-56-56-567010-30590000-102-500731	Contracts for Program Services	$30,000.00

EXPLANATION

The Department of Education is requesting to continue its ongoing project with Community and School Partners to improve its data collection systems.

A request for proposals was posted on the Department website on June 28, 2019. The Department was seeking an individual or organization to update the proprietary i4see data collection application which included Career & Technical Education (CATE) and

English Speakers of Other Languages (ESOL) conversions; to design, build, and deploy a new proprietary common database application and update the common database application and schema; to enhance the proprietary Educator ESS survey system; and to update, build, and create SQL Server Reporting Services (SSRS) reports and submission applications.

The systems mentioned above are internally developed systems used for the collection, validation, reporting, and warehousing of student data. A summary of each is below.

i4see: Public schools submit their student level data through the Initiative for School Empowerment and Excellence (i4see) in the form of submissions according to a submission calendar. This data provides the common datasets used by all the program areas to obtain information on student membership and demographics.

CATE: Career and Technical Education (CATE) is used by career and technical education systems to submit student level data to the NH Department of Education which is used for state and federal reporting.

ESOL: English Speakers of Other Languages (ESOL) is used by educators providing services to English Language Learners to submit student level data to the NH Department of Education which is used for state and federal reporting.

ESS: The Education Statistics Survey System (ESS) is a survey tool used by the New Hampshire Department of Education to collect public and nonpublic school and district aggregate information.

Community & School Partners provided the Department of Education with adequate programing support and technical expertise for this project, and we wish to continue the project with this vendor.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:cd:emr

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 29, 2020

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Community & School Partners, LLC, Rye, NH, as described below and referenced as DoIT No. 2020-008A

> This is a request for approval to enter into a contract amendment with Community & School Partners, LLC to continue to update the Initiative for School Empowerment and Excellence (i4see) application and design; update the common database application; enhance the proprietary Educator Statistics Survey (ESS) system; and to update, build and create SQL Service Reporting System (SSRS) reports and submission applications.
>
> The contract amendment includes funding for $148,608 increasing the total contract amount from $148,608 to $297,216 and extends the completion date from June 30, 2020 to June 30, 2021, effective upon the date of Governor and Executive Council approval through June 30, 2021.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
RID # N/A
DoIT #2020-008A

cc: Chris Hensel, IT Lead

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH, (Vendor Code 159040), hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on December 18, 2019 (Item #148) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2021
2. Amend Section 1.8 by increasing the price limitation from $148,608.00 to $297,216.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-1 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with A-1 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence July 1, 2020 upon Governor and Council approval and shall terminate on 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: _____ 6.9.20
Commissioner of Education Date

Community & School Partners, LLC
Name of Corporation (Contractor)

By: _____ 5.29.20
Michael Schwartz, Sole Proprietor Date

STATE OF: _____

County of _____

On this the _____ day of _____, 2020 before me, _____, the undersigned officer, personally appeared Michael Schwartz known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

_____ _____
Notary Public/Justice of the Peace Commission Expires

Approved as to form, substance and execution by the Attorney General this 9th day of June, 2020

_____
Division of Attorney General Office
CHRISTOPHER G. BOVO

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

By: _____

Exhibit A-1

Special Provisions

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for one (1) remaining fiscal year of the two (2) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

As a single member LLC, with no employees, provisions of form P-37 paragraph 15 (Workers' Compensation) do not apply to this contract.

EXHIBIT B-1

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education, upon Governor & Council approval, for the period effective July 1, 2020 through June 30, 2021:

This ongoing project continues to entail:

1. Develop a work plan in conjunction with the project director
2. Perform testing requirements
3. Provide necessary training to staff
4. Updates
   a. Main i4See Application
   b. CATE Conversion to Main i4see application
   c. ESOL Conversion to Main i4see application
5. Design, Build and Deploy new Common Database Application with Updated DB Structure
   a. New Application – C#/MVC Build
   b. New Database Schema
6. Update/Redesign ESS Survey Application
   a. Update Application to allow for Document Uploads
   b. Build Out application to provided more dynamic survey creation; build administration panel to provide the DOE access to create, turn on/off, and manipulate surveys
   c. ESS Survey Enhancements; e.g. A12G
7. Update/Add Functionality to Data Dictionary Application
8. Build SSRS Reports for all ESS Surveys
9. Review/Update/Build SSRS Reports for i4see Submissions
10. Create a Contact Application
    a. C#/MVC Build
11. Additional Support as Requested

EXHIBIT C-1
BUDGET

The following budget costs include travel expenses.

(Budget through June 30, 2021)

Role	Hours	Cost
Programmer Support	2,080	$124,800.00
Senior Development and Architect	192	$23,808.00
Total	2,272	$148,608.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $148,608.00.

Funding Source: Funds to support this request are available in the accounts titled Educational Statistics and Federal Accountability for FY 21 as follows:

	FY 21
06-56-56-567010-30470000-102-500731 Contracts for Program Services	$118,608.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	$30,000.00

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

James Kask
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

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 COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 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: 349761

Certificate Number: 0004923761

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of June A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Michael F. Schwartz, as a Single Member of my Limited Liability Company, Community & School Partners, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Community & School Partners, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Limited Liability Company this 29 day of May, 2020.

Single Member

STATE OF New Hampshire

COUNTY OF _____

On this the _____ day of _____, 2020, before me, _____ the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Single Member of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Single Member.

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

_____

Notary Public/Justice of the Peace

My Commission expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2019

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
Kane Insurance
242 State Street
Portsmouth NH 03801

CONTACT NAME: Emma Pankey
PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000
E-MAIL ADDRESS: emma@kaneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community & School Partners LLC

COVERAGES CERTIFICATE NUMBER: CL19112028374 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y			08/10/2019	08/10/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

**Activities usual and customary to education consulting.

CERTIFICATE HOLDER

NH Department of Education.The State of New Hampshi
101 Pleasant St
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

Emma Pankey

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DEC04'19 PM 3:15 DAS

148

Frank Edelblut
Commissioner

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

Christine M. Brennan
Deputy Commissioner

November 25, 2019

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), in an amount not to exceed $148,608.00, to update the proprietary Initiative for School Empowerment and Excellence (i4see) application and design; update the common database application and schema; enhance the proprietary Educator Statistics Survey (ESS) system; and to update, build and create SQL Service Reporting System (SSRS) reports and submission applications, with the option to renew for two additional one-year terms, effective upon Governor and Council approval through June 30, 2020.
50% General Funds, 50% Federal Funds

Funds are available in the accounts titled Educational Statistics and Federal Accountability for FY 20 as follows:

		FY 20
06-56-56-567010-30470000-102-500731	Contracts for Program Services	$74,304.00
06-56-56-567010-30590000-102-500731	Contracts for Program Services	$74,304.00

EXPLANATION

A request for proposals was posted on the Department website on June 28, 2019. The Department was seeking an individual or organization to update the proprietary i4see data collection application which including Career & Technical Education (CATE) and English Speakers of Other Languages (ESOL) conversions; to design, build, and deploy a new proprietary common database application and update the common database application

and schema; to enhance the proprietary Educator ESS survey system; and to update, build, and create SQL Server Reporting Services (SSRS) reports and submission applications.

The systems mentioned above are internally developed systems used for the collection, validation, reporting, and warehousing of student data. A summary of each is below.

i4see: Public schools submit their student level data through the Initiative for School Empowerment and Excellence (i4see) in the form of submissions according to a submission calendar. This data provides the common datasets used by all the program areas to obtain information on student membership and demographics.

CATE: Career and Technical Education (CATE) is used by career and technical education systems to submit student level data to the NH Department of Education which is used for state and federal reporting.

ESOL: English Speakers of Other Languages (ESOL) is used by educators providing services to English Language Learners to submit student level data to the NH Department of Education which is used for state and federal reporting.

ESS: The Education Statistics Survey System (ESS) is a survey tool used by the New Hampshire Department of Education to collect public and nonpublic school and district aggregate information.

Two proposals were received and rated, using the attached scoring rubric (Attachment A). The review committee consisted of Nathaniel Greene, Administrator for the Bureau of Educational Opportunities and Melissa Valence, Program Specialist in the Bureau of Educational Statistics/Federal Accountability. The reviewers recommended that Community & School Partners, LLC's proposal be brought forward for approval.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:cd:emr

Attachment A

SCORING FOR REVIEW OF I4SEE DATABASE DEVELOPMENT AND ADMINISTRATION

Proposal Criteria in the RFP

a. a concise abstract of the experiences that explain the background vendor would bring to the i4see and application developer and database designer/administrator — Zero to 25 Points

b. a description of the services that vendor could provide as an i4see and application developer and database designer/administrator — Zero to 25 Points

c. a description detailing vendor knowledge of current department systems and applications; and — Zero to 40 Points

d. an itemized budget of cost per hour times the number of hours of contracted service to be provided — Zero to 10 Points

Possible Points — 100 Points

Two (2) RFPs were received and scored.

	N. Greene	M. Valance
Community & School Partners, LLC	98	98
Sweden Street Software & Consulting	43	58

The RFP review panel consisted of the following employees from the Department of Education.

Nathaniel Greene - Administrator, Bureau of Educational Opportunities. As the administrator of this bureau, Nathaniel works with data collection systems to ensure that the appropriate data is being collected, to ensure the Department is complying with state and federal mandates. He has worked at the Department for two years.

Melissa Valence - Program Specialist, Bureau of Educational Statistics/Federal Accountability (Formerly Accountability Data Analysis and Management). Melissa worked in the bureau for three years as a Program Specialist and was responsible for understanding and implementing federal and state data collection requirements as well as overseeing the department data privacy and security responsibilities.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 19, 2019

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Community and School Partners, LLC of Rye, NH as described below and referenced as DoIT No. 2020-008. This project is a result of RFP# 2020-008.

> This is a request to enter into a contract with Community and School Partners to assist the Department of Education with the expansion of the Initiative for School Empowerment and Excellence (i4see) system. This will include services to improve data collection, reporting, and analysis.
>
> The amount of the contract is $148,608 and shall become effective upon Governor and Executive Council approval through June 30, 2020

A copy of this letter should accompany the Department of Education's, submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2020-008

cc: Chris Hensel, IT Manager, DoIT

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 New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Community & School Partners, LLC		1.4 Contractor Address 161 Wallis Rd., Rye, NH 03870	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation $148,608.00
1.9 Contracting Officer for State Agency Caitlin Davis, Division Director, Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Michael Schwartz, Sole Proprietor	

1.13 Acknowledgement: State of NH, County of Merrimack

On 11-20-19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Dawn M. Laflam

DAWN M. LAFLAM
Justice of the Peace
State of New Hampshire
My Commission Expires March 7, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 12-3-19	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: Yvette A Rudis Director, On: 10/6/2019

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 12/4/2019

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

Contractor Initials MS
Date 11-25-19

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 $1,000,000per 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.

Contractor Initials MS
Date 11-20-19

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.

Contractor Initials MA
Date 11.20.19

EXHIBIT A

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval through June 30, 2020:

Contractor will provide Programmer Support through the use of a Subcontractor

1. Develop a work plan in conjunction with the project director
2. Perform testing requirements
3. Provide necessary training to staff
4. i4see Updates
   a. Main i4See Application
      - Update School Annual Data Table (minutes vs hours snow days)
      - Add Comment Capability to anomaly reports
   b. CATE Conversion to Main i4see application
   c. ESOL Conversion to Main i4see application
5. Design, Build and Deploy new Common Database Application with Updated DB Structure
   a. New Application – C#/MVC Build
   b. New Database Schema
6. Update/Redesign ESS Survey Application
   a. Update Application to allow for Document Uploads
   b. Build Out application to provided more dynamic survey creation; build administration panel to provide the DOE access to create, turn on/off, and manipulate surveys
   c. ESS Survey Enhancements; e.g. A12G
7. Update/Add Functionality to Data Dictionary Application
8. Build SSRS Reports for all ESS Surveys
9. Review/Update/Build SSRS Reports for i4see Submissions
10. Create a Contact Application
    a. C#/MVC Build
11. Additional Support as Requested

EXHIBIT B
BUDGET

The following budget costs include travel expenses.

(Budget through June 30, 2020)

Role	Hours	Cost
Programmer Support	2,080	$124,800.00
Senior Development and Architect	192	$23,808.00
Total	2,272	$148,608.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $148,608.00.

Funding Source: Funds to support this request are available in the accounts titled Educational Statistics and Federal Accountability for FY 20 as follows:

	FY 20
06-56-56-567010-30470000-102-500731 Contracts for Program Services	$74,304.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	$74,304.00

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

Caillin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

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

Contractor is exempt from providing 15. Workers' Compensation insurance as a sole proprietor with no employees.

Additional Exhibits D-G

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials MA
Date 11-20-19

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MA
Date 11-20-19

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sflllin.pdf).

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials MA
Date 11-20-19

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property
The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials
Date 11-23-19

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 COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 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: 349761
Certificate Number: 0004492895

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Michael F. Schwartz, as a Sole Proprietor of my Limited Liability Company, Community & School Partners, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Community & School Partners, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Member of the Limited Liability Company this 20 day of Nov., 2019.

Sole Proprietor

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 20th day of Nov, 2019, before me, Dawn M. LaFlam the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Proprietor of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Proprietor.

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

~~Notary Public~~/Justice of the Peace

My Commission expires:

DAWN M. LAFLAM
Justice of the Peace
State of New Hampshire
My Commission Expires March 7, 2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2019

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
Kane Insurance
242 State Street
Portsmouth NH 03801

CONTACT NAME: Emma Pankey
PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000
E-MAIL ADDRESS: emma@kaneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community & School Partners LLC
[redacted]

COVERAGES CERTIFICATE NUMBER: CL19112028374 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		[redacted]	08/10/2019	08/10/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

**Activities usual and customary to education consulting.

CERTIFICATE HOLDER

NH Department of Education The State of New Hampshi
101 Pleasant St
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

Emma Pankey

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