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0 MAY 31 '23 PM 6:20 RCJ

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301

131

May 8, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to exercise the second of four contract renewal options to an existing **sole source** contract with Community & School Partners, LLC (VC#159040) Portsmouth, NH, by increasing the price limitation by \$100,000 from \$240,000 to \$340,000 to assist the Department of Education with the oversight of the accountability system implementation and related data collections, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on July 14, 2021 (Item #47) and amended on June 1, 2022 (Item #114). 30% General Funds, 70% Federal Funds.

Funds to support this request are anticipated to be available in the accounts titled Assessment & Accountability and Assessment-State for FY24, upon the availability and continued appropriation of funds in the future operating budget as follows:

<u>Account</u>	<u>FY 24</u>
06-56-56-562010-30590000-102-509073 Contract for Program Services	\$70,000
06-56-56-562010-70640000-612-500942 State Testing	\$30,000
Total	\$100,000

EXPLANATION

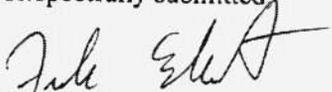
This request has become **sole source** because the original item was sole source. Community & School Partners, LLC (CSP) has assisted the New Hampshire Department of Education (NHED) on a variety of data initiatives and has had extensive involvement with the development and ongoing implementation of the state accountability plan. The vendor's knowledge and expertise are integral in the continued execution of the plan. Additionally, members have worked closely on the continued development and implementation of state accountability systems, state-wide assessments, and student data.

Specifically, CSP will provide the following services to the NHED:

1. Support the NHED with the data collection and validation that meet the reporting requirements for state accountability for the field, for assessment, and for accountability determinations, including:
 - a. Providing webinar training support for requirements.
 - b. Enhancing and expanding related data systems used for collecting data required for state and federal reporting requirements.
 - c. Providing design and testing support for data validation and manipulation.
 - d. Assisting with ad-hoc reports around state and federal accountability, assessment, and reporting.
2. Provide expertise and knowledge of the data elements required including:
 - a. Assisting with business rule definition, reports, and queries to drive policy decisions.
 - b. Developing Educator Indicator queries and support data requests.
 - c. Assisting with the design, review, and testing of Report Card data.
3. Provide support with the conduct of state assessment, including:
 - a. Traditional state and spring assessment registration.
 - b. Additional assessments conducted to provide schools with assessment data in the fall, including support as needed for all assessments.
 - c. The rollout and integration of fall assessment data system.
 - d. Data collection process for the fall assessment collection.
 - e. Registration of students as needed for fall assessment.
 - f. Registration systems and communication for spring assessments.
 - g. Data collection process for spring assessment data.

CSP has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience are an asset to the NHED in assisting schools in leveraging data to better inform instruction.

Respectfully submitted



Frank Edelblut
Commissioner of Education



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/doi

Denis Goulet
Commissioner

April 4, 2023

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, as described below and referenced as DoIT No. 2022-138B.

The purpose of this request is to assist the NHED with the oversight of the accountability system implementation and related data collections.

The Total Price Limitation will increase by \$100,000 for a new Total Price Limitation of \$340,000, effective upon Governor and Council approval, from July 1, 2023 through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2022-138B

cc: Tim DePalo, IT Manager

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Community & School Partners, LLC (VC#159040) Portsmouth, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on July 14, 2021 (Item #47) and amended on June 1, 2022 (Item #114), hereby agree to modify same as follows:

1. Amend Section 1.6 of the form P-37 by removing June 30, 2023 and replacing with June 30, 2024.
2. Amend Section 1.7 of the form P-37 by increasing the price limitation by \$100,000 from \$240,000 to \$340,000.
3. Remove Exhibit A (Special Provisions) and replace with Exhibit A-1 (Special Provisions).
4. Amend Exhibit B (Scope of Work) by removing "effective upon Governor and Council approval through June 30, 2022."
5. Remove Exhibit C-1 (Budget) and replace with Exhibit C-2 (Budget).
6. Add Exhibit H (Data Protection).
7. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
8. This amendment shall commence upon Governor and Council approval through June 30, 2024.

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: Frank Edelblut 5/30/2023
Frank Edelblut, Commissioner of Education Date

Community & School Partners, LLC
Contractor
By: Michael Schwartz May 11, 2023
Michael Schwartz, Owner Date

Approved as to form, substance and execution by the Attorney General this 30 day of May, 2023.

Elizabeth A. Brown
Elizabeth Brown, Division of Attorney General Office

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

By: _____

EXHIBIT A-1
Special Provisions

Add Additional Exhibit H

Additional Exhibits D-G

The Contractor represents that they currently have no employees, and as such, are effectively exempt from RSA 281-A. If they should hire any employees, however, they would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Subject to Governor and Council approval, authorize the New Hampshire Department of Education to include a renewal option on this contract for the two (2) additional fiscal years of the original four (4), subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next budget.

Renewal 3 of 4 July 1, 2024 to June 30, 2025

Renewal 4 of 4 July 1, 2025 to June 30, 2026

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

EXHIBIT A-1
Special Provisions
Continued

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

A.2 Provision 10, Property Ownership/Disclosure, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

EXHIBIT A-1
Special Provisions
Continued

- 10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a.** shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b.** was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c.** is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d.** is disclosed with the written consent of the disclosing Party.
- 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

EXHIBIT A-1
Special Provisions
Continued

The following Provisions are added and made part of the P37:

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Confidential Information

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

**EXHIBIT C-2
Budget**

The following budget costs are inclusive of planning time, labor, and travel expenses.

(Budget July 1, 2023 through June 30, 2024)

Student Data Collection and Validation	\$20,000
Support for ESSA Determinations	\$40,000
Assessment System Support	\$40,000
Total	\$100,000

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 \$340,000.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Assessment & Accountability and Assessment-State for FY24 as follows:

Account	FY 24
06-56-56-562010-30590000-102-509073 Contract for Program Services	\$70,000
06-56-56-562010-70640000-612-500942 State Testing	\$30,000
Total	\$100,000

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and 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 receipts shall be submitted electronically to:

DEAR@doe.nh.gov

EXHIBIT H
Data Protection

1. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
 - b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
 - c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
 - e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

2. **Data Location:** The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

3. **Security Incident Or Data Breach:** The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
 - a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

EXHIBIT H
Data Protection
Continued

- c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
4. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
 - b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - i. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - ii. promptly implement necessary remedial measures, if necessary; and
 - iii. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - c. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
 - i. the investigation and resolution of the Data Breach;
 - ii. notifications to individuals, regulators or others required by State law;
 - iii. a credit monitoring service required by State (or federal) law;
 - iv. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - v. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

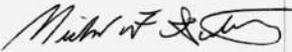
CERTIFICATE OF ATTESTATION
Limited Partnership or LLC

I Michael Schwartz **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Community & School Partners, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I **hereby certify** that said authority 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**. 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 business. 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: May 11, 2023

ATTEST: , Manager
(Signature) (Title)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006193747**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2022

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	
		INSURER A Sentinel Insurance Co	NAIC # 11000
INSURED Community & School Partners LLC 444 Middle Street Portsmouth NH 03801		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES CERTIFICATE NUMBER: CL2272738282 REVISION NUMBER:

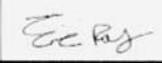
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		[REDACTED]	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV NJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY NJURY (Per person) \$ BODILY NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACC DENT \$ 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 25 Hall 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 	

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MAY 19 '22 PM 3:41 RCVD

MLC
114

Frank Edelblut
Commissioner

Christine M. 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

May 17, 2022

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 (NHED), to exercise the first of four renewal options to an existing contract with Community & School Partners, LLC (Vendor code 159040) Stratham, NH, to assist the NHED with the oversight of the accountability system implementation and related data collections, by increasing the price limitation by \$100,000 from \$140,000 to \$240,000 and extending the completion date from June 30, 2022 to June 30, 2023, effective upon Governor and Council. The original contract was approved by Governor and Council on July 14, 2021 (Item #47). 30% General Funds, 70% Federal Funds.

Funds to support this request are available in the accounts titled Assessment-Federal, Assessment-State, Educational Statistics, and Federal Accountability for FY23 as follows:

	<u>FY 23</u>
06-56-56-562010-25340000-102-509073 Contract for Program Services	\$20,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$20,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$50,000.00</u>
	\$100,000.00

EXPLANATION

Community & School Partners, LLC, has assisted the Department on a variety of data initiatives and has had extensive involvement with the development and ongoing implementation of the state accountability plan. The vendor's knowledge and expertise is integral in the continued execution of the plan. Additionally, members have worked closely on the continued development and implementation of state accountability systems, state-wide assessments, and student data.

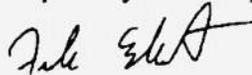
Specifically, CSP will provide the following services to the NHED:

1. Support the NHED with the data collection and validation that meet the reporting requirements for state accountability for the field, for assessment, and for accountability determinations, including:
 - a. Providing webinar training support for requirements.
 - b. Enhancing and expanding upon i4see and related systems used for collecting data required for state and federal reporting requirements.
 - c. Providing design and testing support for data validation and manipulation.
 - d. Assisting with ad-hoc reports around state and federal accountability, assessment, and reporting.
2. Provide expertise and knowledge of the data elements required including:
 - a. Assisting with business rule definition, reports, and queries to drive policy decisions.
 - b. Developing Educator Indicator queries and support data requests.
 - c. Assisting with the design, review, and testing of Report Card data.
3. Provide support with the conduct of state assessment, including:
 - a. Traditional state and spring assessment registration.
 - b. Additional assessments conducted to provide schools with assessment data in the fall, including support as needed for all assessments.
 - c. The rollout and integration of fall assessment data system.
 - d. Data collection process for the fall assessment collection.
 - e. Registration of students as needed for fall assessment.
 - f. Registration systems and communication for spring 2021 assessments.
 - g. Data collection process for 2021 spring assessment data.

CSP has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience are an asset to the NHED in assisting schools in leveraging data to better inform instruction.

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



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, 2022

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 an amendment with Community and School Partners, LLC of Rye, NH as described below and referenced as DoIT No. 2022-138.

The Department of Education requests approval to enter into a contract amendment with Community and School Partners, NH to continue to assist with the oversight of the accountability system implementation and related data collections.

The funding amount for this amendment is \$100,000, increasing the current contract from \$140,000.00 to \$240,00.00 and extending the completion date from June 30, 2022 to June 30, 2023. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2023.

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/RA
DoIT #2022-138

cc: Bruce Smith, DoIT

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

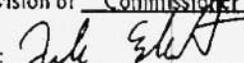
Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on July 14, 2021 (Item #47) hereby agree to modify same as follows:

1. Amend Section 1.6 by extending the completion date to June 30, 2023.
2. Amend Section 1.7 by increasing the price limitation by \$100,000 from \$140,000.00 to \$240,000.00.
3. Remove Exhibit C (Budget) and replace with Exhibit C-1 (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 for the period of July 1, 2022 through June 30, 2023.

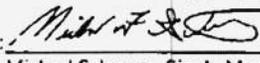
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

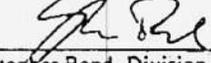
THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By:  5/19/2022
Frank Edelblut, Commissioner of Education Date

(Contractor)

By:  05/18/22
Michael Schwartz, Single Member Date

Approved as to form, substance and execution by the Attorney General this 19 day of May, 2022.


Christopher Bond, Division of Attorney General Office

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

By: _____

**EXHIBIT C-1
Method of Payment**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget July 1, 2022 through June 30, 2023)

Student Data Collection and Validation	\$20,000
Support for ESSA Determinations	\$40,000
Assessment System Support	\$40,000
Total	\$100,000

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 \$100,000.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Assessment-Federal, Assessment-State, Educational Statistics, and Federal Accountability for FY23, upon the availability and continued appropriation of funds in the future operating budget:

	FY 23
06-56-56-562010-25340000-102-509073 Contracts for Program Services	\$20,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$20,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$50,000.00</u>
	\$100,000.00

Method of Payment: Payments shall be made on invoices submitted monthly accompanied by a summary of activities/deliverables 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 shall be submitted electronically to DEAR@doe.nh.gov.

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: 0005748158



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF ATTESTATION

I, Michael Schwartz, hereby certify that I am the Sole Member and Manager of
(Name)
Community & School Partners, LLC, a limited liability company under RSA 304-C.
(Name of LLC)

I hereby certify that said authority 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. 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 business. 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: 5/11/2023

ATTEST: 
(Manager Signature)

NAME OF LLC: Community & School Partners, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2021

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 Kane Insurance 242 State Street Portsmouth NH 03801		CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (803) 433-5800 FAX (A/C, No): (803) 740-5000 E-MAIL ADDRESS: emma@kaneins.com	
INSURED Community & School Partners LLC 444 Middle Street Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2183134545 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	08/10/2021	08/10/2022	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 - COMPROP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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/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.
Community & School Partners LLC is Named Insured with NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER NH Department of Education The State of New Hampshire 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

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EW



Frank Edelblut
Commissioner

Christine M. 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

June 23, 2021

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 **sole source** contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), in an amount not to exceed \$140,000, to assist the NH Department of Education with the oversight of the accountability system implementation and related data collections, with the option to renew for four additional one year terms; effective upon Governor and Council approval through June 30, 2022. 64% Federal Funds, 36% General Funds

Funds to support this request are anticipated to be available in the accounts titled Title I-A Compensatory Ed, Assessment-Federal, Assessment-State, Educational Statistics and Federal Accountability for FY 22, upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 22</u>
06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$20,000
06-56-56-562010-25310000-612-500942 State Testing	\$20,000
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$30,000
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$30,000
Total	\$140,000

EXPLANATION

The Department is requesting a **sole source** contract with Community and School Partners, LLC, because Community & School Partners, LLC, has assisted the Department on a variety of data initiatives and has had extensive involvement with the development and ongoing implementation of the state accountability plan. The vendor's knowledge and expertise is integral in the continued execution of the plan. Additionally, members have worked closely on the continued development and implementation of state accountability systems, state-wide assessments, and student data.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2 of 2

Community & School Partners, LLC 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 communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience are an asset to the NH DOE in assisting schools in leveraging data to better inform instruction.

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

FB:cd:emr

FORM NUMBER P-37 (version 12/11/2019)

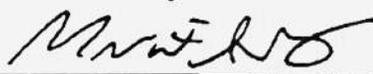
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

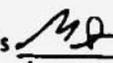
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name 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	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2022	1.7 Price Limitation \$140,000
1.8 Contracting Officer for State Agency Caitlin Davis, Director, Division of Education Analytics & Resources		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 6/22/21		1.11 Name and Title of Contractor Signatory Michael Schwartz, Single Member	
1.13 State Agency Signature  Date: 6/29/2021		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, Ou: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Ou: _____ Christopher Bond, Attorney			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/22/21

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.

EXHIBIT A

Special Provisions

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

Michael Schwartz represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

EXHIBIT B
Scope of Services

Community & School Partners (C&SP) will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval through June 30, 2022:

Priority 1: Student Data Collection and Validation

C&SP will support the Division of Education and Analytic Resources (DEAR) with the data collection and validation that are necessary to meet the requirements for the Every Student Succeeds Act (ESSA) and state accountability reporting requirements. This includes support for the field, support for data used for assessment and accountability determinations.

- Provide webinar training support for requirements
- Enhance and expand upon i4see and related systems used for collecting data required for state and federal reporting requirements
- Provide design and testing support for data validation and manipulation.
- Provide support to LEAs around access and analysis of data
- Assist with ad-hoc reports around state and federal accountability, assessment and reporting.

Priority 2: Support for ESSA Determinations

C&SP will provide expertise and knowledge of the many data elements required for ESSA determination. This support will include assistance with the business rule definition, creation of scripts required for indicator determination and quality assurance (QA) review. This work will support both the ESSA determination and DEAR reporting.

- Assist with Business rule definition, create reports and queries to drive policy decisions
- Assist with QA work for ESSA determinations
- Develop Educator Indicator queries and support data requests for reporting
- Assist with Report Card data, design, review and testing

Priority 3: Assessment System Support

C&SP will provide support with the conduct of state assessments. This will include both the traditional state assessment registration and for the spring assessments, as well as, required support for additional assessments conducted this year to provide schools with assessment data in the Fall. This includes support as needed for all assessments; World-Class Instructional Design Assessment (WIDA) Assessing Comprehension and Communication in English State-to-State (Access), Dynamic Learning Maps (DLM), New Hampshire Statewide Assessment System (NH SAS), SAT and local school district assessments.

- Assist with rollout and integration of Fall Assessment data system
- Help develop the data collection process for the fall assessment collection
- Assist with registration of students as needed for fall assessment
- Assist with registration systems and communication for spring 2022 assessments
- Help support the data collection process for 2022 spring assessment data

Specific tasks may be altered upon request of the NH DOE Division Director.

**EXHIBIT C
Method of Payment**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget Through June 30, 2022)

Student Data Collection and Validation	\$60,000
Support for ESSA Determinations	\$40,000
Assessment System Support	\$40,000
Total	\$140,000

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 \$140,000.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Title I-A Compensatory Ed. Assessment-Federal, Assessment-State, Educational Statistics and Federal Accountability for FY 22, upon the availability and continued appropriation of funds in the future operating budget:

	FY 22
06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000
06-56-56-562010-25340000-072-509073 Grants-Federal	\$20,000
06-56-56-562010-25310000-612-500942 State Testing	\$20,000
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$30,000
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$30,000</u>
	\$140,000

Method of Payment: Payment is to be made bi-monthly on the basis of invoices which are supported by a summary of activities/deliverables 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 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 *ML*
Date *10/22/01*

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 MS
Date 6/22/11

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/sflfin.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 12/22/21

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 *MS*
Date *12/2/01*

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: 0005360066



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2021.

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

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 28th day of June, 2021.



Single Member

STATE OF N/A COVID
COUNTY OF _____

On this the _____ day of _____, 2021, 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)
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 Penkey	PHONE (AC, Ho, Ext): (603) 433-5600	FAX (AC, Ho): (603) 740-5000
	E-MAIL ADDRESS: emma@kaneins.com		
INSURED Community & School Partners	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Sentinel Insurance Co	11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		IND	WVD					
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y		08/10/2020	08/10/2021	EACH OCCURRENCE	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						BOODY INJURY (Per person)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BOODY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPROP AGG	\$ 4,000,000
							AGGREGATE	\$
							PER STATUTE	\$
							OTHER	\$
							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 NH Department of Education The State of New Hampshire 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