163

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

May 23, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to amend a current **Sole Source** contract with New Hampshire Learning Initiative (NHLI) (VC#299943) North Hampton, New Hampshire, by increasing the price limitation by $598,996.00 from $2,257,987.00 to $2,856,983.00, and extending the end date from June 30, 2024 to January 11, 2026 to assist in the administration of the Out-of-School Time Career Pathway Grant awarded the NHED 21st Century Community Learning Centers (21st CCLC) program, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on September 15, 2021 (Item #69), amended on February 8, 2023 (Item #5G), and on May 3, 2023 (Item #125) 100% Federal Funds.

Funds to support this request are available in FY 2025 and anticipated to be available in FY 2026 in the following account, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances amongst fiscal years if needed and justified:

06-56-56-562010-28510000 OST-Career Pathways

Fiscal Year	Class/Account	Class Title	Current Budget	Increase Amount	Revised Budget
2022	072-509073	Grants Federal	$732,261.15	$0	$732,261.15
2023	072-509073	Grants Federal	$941,729.85	$0	$941,729.85
2024	072-509073	Grants Federal	$583,996.00	$0	$583,996.00
2025	072-509073	Grants Federal	$0	$548,996.00	$548,996.00
2026	072-509073	Grants Federal	$0	$50,000.00	$50,000.00
		Total Amount	$2,257,987.00	$598,996.00	$2,856,983.00

EXPLANATION

This request is **Sole Source** because the original contract was **Sole Source**. New Hampshire Learning Initiative's (NHLI's) staff has over twenty years of experience working with state education agencies (SEAs), Lead Education Agencies (LEAs) and Community Based Organizations (CBOs) in developing, implementing and supporting outside regular school hours or as part of expanded learning programs, that

lead to a recognized postsecondary credential, such as an industry-recognized certification or a certification of completion of an apprenticeship in an in-demand industry sector or occupation.

The proposed initiative will include seven (7) core school districts that share characteristics encompassing rural schools, urban challenges, low-socio-economic status, and high need for business and industry connections between schools and local industries. These districts include, Hinsdale School District, Laconia School District, Conway School District, Manchester School District, Rochester School District, Salem School District, and Sanborn Regional School District. Businesses included are GS Precision, Eastern Slopes Aviation, Aviation Museum of NH, EPTAM Precision and Graphicast. Additional districts involved in the Future Learning Pathways project, Performance Assessment for Competency Education initiative, and Transportable Work and Success Skills (NH Work Study Practices) work will comprise a supported networked innovation collaborative to support scaling of this proposal's implementation.

As these districts move forward in providing collaborative, consistent and well-planned preparation, planning and experience for students, leading to the ability to obtain a recognized postsecondary credential, the following outcomes will be tracked. These measures will be included in reporting documents. The NH Student Gallup Poll will be utilized to provide longitudinal data on how students are perceiving their future possibilities based on their experiences in the learning experiences.

The NHED will assist with the administration of this grant by collaborating with NHLI by leveraging our existing contacts with communities, using existing resources to grant out funds to local communities and ensuring compliance requirements are implemented in line with the grant award and Uniform Grant Guidance.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter "the Agency," and New Hampshire Learning Initiative, Inc. (NHLI), Hampton, NH hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on September 15, 2021 (Item #69), modified on September 28, 2022, amended on February 8, 2023 (Item #5G), renewed on May 3, 2024 (Item #125), and modified on August 25, 2024, hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing June 30, 2024 and replacing with January 11, 2026.

2. Amend Section 1.8 of form P-37 by increasing the price limitation by $598,996.00 from $2,257,987.00 to $2,856,983.00.

3. Remove Exhibit C-1 (Method of Payment) and replace with C-2 (Method of Payment)

4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

5. This amendment shall commence upon Governor and Council approval and shall terminate on January 11, 2026.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: _____ 6/10/2024
Frank Edelblut, Commissioner of Education Date

New Hampshire Learning Initiative, Inc. (NHLI)
Contractor

DocuSigned by:
By: Ellen Hume-Howard 5/29/2024
C78354BD06664B6...
Ellen Hume-Howard, Executive Director Date

Approved as to form, substance and execution by the Attorney General this 10 day of June, 2024

_____
Elizabeth Brown, Division of Attorney General's Office

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

By: _____

EXHIBIT C-2
Method of Payment

Budget:

Category	Description	Amount
NHLI	1.5FTE Project Management Personnel, Professional Development and Coaching to districts (Carolyn and team internal to NHLI)	$150,000.00
Core District Support	Contracts, PD, external consultants	$23,996.00
Core District Grants	Support of new curriculum development, planning, student employment costs such as transportation and work-related physicals.	$350,000.00
Supplies	Miscellaneous items (copying, meeting support)	$5,000.00
Conference & Meetings	Mileage (Carolyn meeting with districts monthly), conferences/presentation of work	$20,000.00
Gallup Survey	NH Gallup Student Survey	$50,000.00
Total		$598,996.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $2,856,983.00.

Source of Funding: Funds to support this request are available in FY 2025 and anticipated to be available in FY 2026 in the following account, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances amongst fiscal years if needed and justified:

06-56-56-562010-28510000 OST-Career Pathways

Fiscal Year	Class/Account	Class Title	Current Budget	Increase Amount	Revised Budget
2022	072-509073	Grants Federal	$732,261.15	$0	$732,261.15
2023	072-509073	Grants Federal	$941,729.85	$0	$941,729.85
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2025	072-509073	Grants Federal	$0	$548,996.00	$548,996.00
2026	072-509073	Grants Federal	$0	$50,000.00	$50,000.00
		Total Amount	$2,257,987.00	$598,996.00	$2,856,983.00

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

Whitney McVeigh, Title IV, Part B Education Consultant
whitney.r.mcveigh@nh.doe.gov

DocuSign Envelope ID: C2457574-BE53-4CC5-8055-4084DDE6C0FD

Certificate of Authority

I, Val Zanchuk, hereby certify that I am a duly appointed representative of
(Name of person filling out the form)

New Hampshire Learning Initiative. I hereby certify that Ellen Hume-Howard, Executive Director, is
(Name of Business) (Name & Title of person who signed contract)

authorized to execute contracts on behalf of New Hampshire Learning Initiative and may bind the
(Name of Business)

organization thereby.

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 corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/23/2024

Attest: DocuSigned by: Val Zanchuk 9B704CD53DA54B3...
(Name & Title of person filling out the form)
President of the Board of Directors

State of New Hampshire

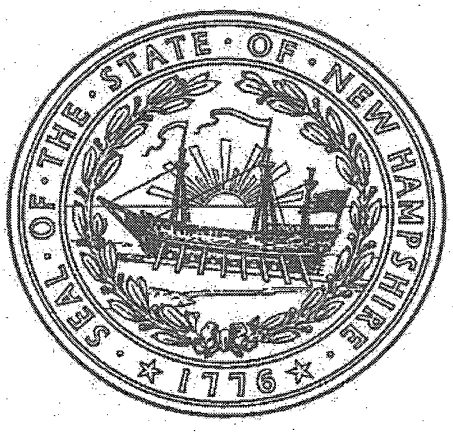
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEARNING INITIATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 2015. 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: **726744**

Certificate Number: **0006664251**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2024

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

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

PRODUCER
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Hanover Insurance Company	22292
INSURER B :	Security National Insurance Company	19879
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
New Hampshire Learning Initiative Inc.
155 Lafayette Road Suite 7
North Hampton NH 03862

COVERAGES **CERTIFICATE NUMBER:** 24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	02/26/2024	02/26/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ INCLUDED
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	08/01/2023	08/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall Street
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

Fairley Kennelly

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New Hampshire
Learning
Initiative
Better Education for All Students

NHLI'S MISSION STATEMENT

Creating and Supporting Meaningful, Enduring Innovation in Education

As of 2018

NEW HAMPSHIRE LEARNING INITIATIVE, INC
STATEMENT OF FINANCIAL POSITION
12/31/2023 - DRAFT

ASSETS

CURRENT ASSET	
Cash	$ 1,425,031
Accounts receivable	248,948
Prepaid expenes	51,890
Accrued revenue	123,830
Total current assets	1,849,698
OTHER CURRENT ASSETS	
Security deposits	3,500
Total other assets	3,500
Total assets	$ 1,853,198

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Account payable	$ 54,734
Accrued expenses	113,039
Accrued payroll & related taxes	35,511
Deferred revenue	19,399
Total current liabilities	222,683
NET ASSETS	
Without donor restrictions	1,216,575
With donor restriction	413,940
Total net assets	1,630,515
Total liablities and net assets	$ 1,853,198

FINANCIAL STATEMENTS TO BE AUDITED

NEW HAMPSHIRE LEARNING INITIATIVE, INC
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023 (DRAFT)

	Without Donor Restrictions	With Donor Restrictions	Total
PUBLIC SUPPORT AND REVENUE			
Grants	$ -	$ 473,000	$ 473,000
Project support	-	922,419	922,419
Professional development	482,131	-	482,131
Conferences	-	-	-
Graduate partnership programs	135,945	-	135,945
Workshop fees	101,826	-	101,826
Employee Retention Credit	42,891	-	42,891
Sponsorships	1,000	-	1,000
Donations	300	-	300
Interest income	25	-	25
Total public support and revenue	764,119	1,395,419	2,159,538
Net assets released from restrictions	1,465,724	(1,465,724)	-
Total public support and revenue	2,229,843	(70,305)	2,159,538
EXPENSES			
Program service	2,112,152	-	2,112,152
Management & general	351,393	-	351,393
Fundraising	16,148	-	16,148
Total expenses	2,479,693	-	2,479,693
NET INCREASE IN NET ASSETS	(249,850)	(70,305)	(320,155)
NET ASSETS, BEGINNING OF YEAR	1,466,425	484,245	1,950,670
NET ASSETS, END OF YEAR	$ 1,216,575	$ 413,940	$ 1,630,515

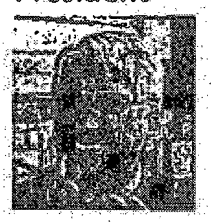
NEW HAMPSHIRE LEARNING INITIATIVE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023 - DRAFT

	Program Services	Management and General	Fundraising	Total
Salaries & wages	$ 829,341	$ 81,175	$ 15,000	$ 925,516
District grants	350,000	-		350,000
Certification	22,135	-		22,135
Consultant	361,827	-		361,827
Professional development	24,250	-		24,250
Staff - Professional develoment	-	11,643		11,643
Technology	178,751	102,456		281,207
Lead team	48,350	-		48,350
Workshops	49,304	-		49,304
Payroll taxes	64,904	7,530	1,148	73,582
Rent	-	74,476		74,476
Graduate partnership programs	75,662	-		75,662
Conference & meetings	84,669	1,983		86,652
Professional fees	-	27,588		27,588
Dues & Subscriptions	-	2,946		2,946
Other	-	393		393
Supplies	951	-		951
Advertising	-	8,325		8,325
Office	-	2,598		2,598
Insurance	-	4,111		4,111
Travel	22,008	23,760		45,768
Payroll service fees	-	2,307		2,307
Bank fees	-	103		103
	-	-	-	-
Total	$ 2,112,152	$ 351,393	$ 16,148	$ 2,479,693

New Hampshire
Learning
Initiative

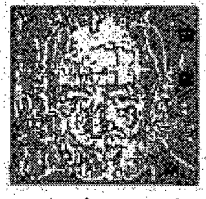
BOARD OF DIRECTORS 2024

President

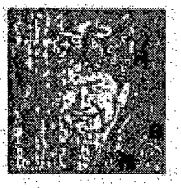


Val Zanchuk is President of Graphicast, Inc., a Jaffrey based manufacturer of precision-machined zinc alloy castings. Val has been active in STEM education and workforce development issues for almost 20 years. Val is past chair of the Business and Industry Association of New Hampshire, chair of the Manufacturing Strategic Partnership Initiative, and chair of the Governor's Pre-Engineering and Technology Advisory Council. He is also on the board of the New Hampshire Manufacturing Extension Partnership, the Manufacturing Leadership Council, the SEE Science Center, and serves on the State Workforce Innovation Board. Val received his BS and MEng degrees in Metallurgical Engineering from Lehigh University.

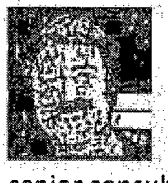
Treasurer



Dr. Mark Joyce served as executive director of the New Hampshire School Administrators' Association for 20 years, a private not-for-profit organization that represents all New Hampshire school system administrators and advocates on behalf of all children and public education. Mark advises businesses and organizations regarding education, leadership, and communication. He has taught grades 7-12, as well as at the graduate school level and has served as a school principal and as assistant superintendent of schools in New Hampshire. He has also served as a superintendent of schools in both New Hampshire and Maine.



Christine Rath is the former Superintendent of Schools for the Concord, NH School District. She served in Concord for 30 years, as middle school principal, high school principal and Assistant Superintendent before becoming superintendent. Chris is currently an adjunct professor in school administration for the University of New Hampshire and Southern New Hampshire University and a teaching lecturer for Plymouth State University. She serves on the Advisory Committee for NHTI and is a member of the Central NH Regional Advisory Board for New Hampshire Charitable Fund.



Irv Richardson is currently the Coordinator for Public Education and School Support at NEA- New Hampshire. In this role, he provides professional learning opportunities for New Hampshire educators. Irv also teaches at Southern New Hampshire University in the Educational Leadership Doctoral Program. He has worked as an elementary classroom teacher, a principal, and as a senior consultant for TBA Consulting Group working extensively with states on projects such as Teacher Quality Enhancement grants, consulting with state department of education (New Hampshire, Connecticut, Rhode Island, South Carolina, and Hawaii), working on educator induction, developing leadership standards, working on the committee to write the 2011 InTASC standards and the InTASC learning progressions. Irv was Maine's Teacher of the Year in 1988 and received a National Educator Award from the Milken Foundation in 1993.

Will Arvelo brings over 30 years of leadership experience within higher education and dealing with workforce development issues. A former President of Great Bay Community College, Will worked tirelessly to bridge higher education and business and industry to meet their workforce needs. Will left his position as the Director for the State of New Hampshire Division of Economic Development to become the Executive Director of Cross Roads House in Portsmouth.

New Hampshire
Learning
Initiative

KEY PERSONNEL SHEET

NAME	% of Salary That Will Be Paid from the Grant
Debbie Metcalfe Quint Business Administrator Logistical Support	**8.8%**

DEBRA METCALFE QUINT

Business Administrator

PROFILE

Debbie joined NHLI part-time in 2019 to support the important work being done by NHLI and its outstanding staff. As a result of the growth of the organization, her position became full-time in 2021.

Prior to NHLI, Debbie spent 35 years in alumni and development work for organizations including the Museum of Science - Boston, Lesley University, Tufts University, and the last 18 years at Harvard University.

Debbie graduated from UNH and lives in southern NH with her husband, Ted.

CONTACT

PHONE:
603-758-1464

WEBSITE:
http://nhlearninginitiative.org

EMAIL:
dmetcalfe@nhlearninginitiative.org

EDUCATION

University of New Hampshire
BS Degree 1983

WORK EXPERIENCE

New Hampshire Learning Initiative
Business Administrator
November 2019–Present
Keep things running smoothly through attention to detail, organization, process/system management, and a sense of humor. Specifically, managing the office, invoicing, event logistics, marketing, and administrative work.

Coco Early & Associates
Realtor®
March 2019–Present
Part-time passion working with buyers and sellers to find the right property.

Harvard University
1999-2018
Harvard Divinity School – Director of Alumni/ae Relations and Annual Giving – 1999-2007
Harvard Kenney School – Director of Alumni Relations – 2007-2009
Harvard Medical School – Director of Alumni Relations – 2009-2018

INTERESTS

GSSBR – Hospitality Committee Member – 2020-2023

Quintessential Assist – Assist with Organization and Clean Outs

English Conversation – Weekly conversation with Japanese PhD to strengthen her English conversation skills.

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

August 11, 2023

Modification to: New Hampshire Learning Initiative (NHLI) Contract, Hampton, NH Approved by Governor and Council on September 15, 2021, Item #69, Modified on September 28, 2022, Amended on February 8, 2023 Item #5G and Renewed on May 3, 2023 Item #125.

Authorize New Hampshire Department of Education, Division of Learner Support, Bureau of Instructional Support to modify the contract with New Hampshire Learning Initiative (NHLI) (vendor code #299943) Hampton, NH, in the amount not to exceed $2,257,987.00 to assist in the administration of the Out-of-School Time Career Pathway Grant awarded the NHED 21st Century Community Learning Centers (21st CCLC) program. As of August 11, 2023, NHLI will modify their budget by transferring the amount of $39,706.26 in unspent Federal Funds from the FY 2023 budget to the FY 2024 budget.

Modification to include:

- Federal Funds in the FY 2023 Budget will decrease by $39,706.26.
- Federal Funds in the FY 2024 Budget will increase by $39,706.26.
- The not to exceed amount of $2,257,987.00 will remain unchanged.
- NOTE: all other contractual obligations remain in place as established in the original agreement

100% Federal Funds.

Funds to support this request are available in the account titled Title IVB - Out-of-School Time Career Pathway Grant for FY 2024, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor approval, if needed and justified.

100% Federal Funds 06-56-56-562010-28510000-072-509073
Grants Federal

Budget Modification Table:

	FY22 Original	FY22 Change	FY22 Adjusted
06-56-56-562010-28510000-072-509073 Grants Federal	$732,261.15	-	$732,261.15
TOTAL	$732,261.15	-	$732,261.15

	FY23 Original	FY23 Change	FY23 Adjusted
06-56-56-562010-28510000-072-509073 Grants Federal	$941,729.85	$(39,706.26)	$902,023.59
TOTAL	$941,729.85	$(39,706.26)	$902,023.59

	FY24 Original	FY24 Change	FY24 Adjusted
06-56-56-562010-28510000-072-509073 Grants Federal	$583,996.00	$39,706.26	$623,702.26
TOTAL	$583,996.00	$39,706.26	$623,702.26

	FY22	FY23	FY24	Total
TOTAL ADJUSTED BUDGET	$732,261.15	$902,023.59	$623,702.26	$2,257,987.00

Limitation of Price: Upon mutual agreement between NHLI and the Bureau of Instructional Support, line items in this budget may be adjusted to one another, but in no case shall the total budget exceed the price limitation of $2,257,987.00

Funds are contingent on:

1) Federal Funding from the Title IVB - Out-of-School Time Career Pathway Grant.
2) Attainment of contractual performance goals and services.

8/25/2023

Frank Edelblut Date
Commissioner, Department of Education

8.14.23

Ellen Hume-Howard Date
Executive Director

0 APR20'23 AM 8:18 RCV

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

125

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603)-271-1953
Citizens Services Line 1-800-339-9900

April 3, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to amend a current **Sole Source** contract by exercising a renewal option with New Hampshire Learning Initiative (NHLI) (VC#299943) Hampton, New Hampshire, by increasing the price limitation by $583,996.00 from $1,673,991.00 to $2,257,987.00, to assist in the administration of the Out-of-School Time Career Pathway Grant awarded the NHED 21st Century Community Learning Centers (21st CCLC) program, effective upon Governor and Council approval through June 30, 2024. The original agreement was approved by Governor and Council on September 15, 2021 (Item #69), modified on September 28, 2022, and amended on February 8, 2023 (Item #5G). 100% Federal Funds.

Funds to support this request are available in FY 23 and are anticipated to be available in FY 24 in the account titled Title IVB - Out-of-School Time Career Pathway Grant, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY 22	FY 23	FY 24	Total
06-56-56-562010-28510000-072-509073 Grants Federal	$732,261.15	$941,729.85	$583,996.00	$2,257,987.00

EXPLANATION

NHLI initially received a federal grant for the Out-of-School Time Career Pathway Grant, for which NHED provides fiscal support. NHLI applied for and received an additional $583,996 of federal funding for this program, which is the reason for this request. This request is **Sole Source** because the original federal grant was to NHLI, so they are the only entity that can fulfill the grant. NHLI has over twenty years of experience working with state education agencies (SEAs), Lead Education Agencies (LEAs) and Community Based Organizations (CBOs) in developing, implementing and supporting outside regular school hours or as part of expanded learning programs, that lead to a recognized postsecondary credential, such as an industry-recognized certification or a certification of completion of an apprenticeship in an in-demand industry sector or occupation.

The proposed initiative will include seven (7) core school districts that share characteristics encompassing rural schools, urban challenges, low-socio-economic status, and high need for business and industry connections between schools and local industries. These districts include, Hinsdale School District, Laconia School

District, Conway School District, Manchester School District, Rochester School District, Salem School District, and Sanborn Regional School District. Businesses included are GS Precision, Eastern Slopes Aviation, Aviation Museum of NH, EPTAM Precision and Graphicast. Additional districts involved in the Future Learning Pathways project, Performance Assessment for Competency Education initiative, and Transportable Work and Success Skills (NH Work Study Practices) work will comprise a supported networked innovation collaborative to support scaling of this proposal's implementation.

As these seven (7) pilot school districts move forward in providing collaborative, consistent and well-planned preparation, planning and experience for students, leading to the ability to obtain a recognized postsecondary credential, the following outcomes will be tracked. These measures will be included in reporting documents. The NH Student Gallup Poll will be utilized to provide longitudinal data on how students are perceiving their future possibilities based on their experiences in the learning experiences.

REPORTED OUTCOMES
The cumulative, unduplicated number of:

1. Students participating in a program supported by this grant.
2. Program participants who receive an industry-recognized credential and the cumulative number of credentials received, as a result of a program supported by this grant.
3. Program participants who complete an internship as a result of a program supported by this grant.
4. Program participants who complete an apprenticeship as a result of a program supported by this grant.

The NHED will assist with the administration of this grant by collaborating with NHLI by leveraging our existing contacts with communities, using existing resources to grant out funds to local communities and ensuring compliance requirements are implemented in line with the grant award and Uniform Grant Guidance.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter "the Agency," and New Hampshire Learning Initiative, Inc. (NHLI), Hampton, NH hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on September 15, 2021 (Item #69), modified on September 28, 2022, and amended on February 8, 2023 (Item #5G), hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing June 30, 2023 and replacing with June 30, 2024.

2. Amend Section 1.8 of form P-37 by increasing the price limitation by $583,996.00 from $1,673,991.00 to $2,257,987.00.

3. Remove Exhibit C (Method of Payment) and replace with C-1 (Method of Payment)

4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

5. This amendment shall commence upon Governor and Council approval and shall terminate on June 30, 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: 4/18/2023
Frank Edelblut, Commissioner of Education Date

New Hampshire Learning Initiative, Inc. (NHLI)

By: 4.4.23
Ellen Hume-Howard, Executive Director Date

Approved as to form, substance and execution by the Attorney General this 18 day of April, 2023.

Elizabeth Brown, Division of Attorney General's Office

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

By: _____

EXHIBIT C-1

Method of Payment

Budget

		FY24
NHLI	1.5FTE Project Management Personnel, Professional Development and Coaching to districts	$158,000.00
Teacher Leads	2 in each district	$6,000.00
Student Leads	2 in each district	$3,000.00
Core District Contracts	Support of new curriculum development, planning, student employment costs such as transportation; lunch money, work related physicals, uniforms / work attire	$350,000.00
Supplies	Miscellaneous items (copying, meeting support)	$500.00
Conference & Meetings	Virtual	$5,000.00
Gallup Survey	NH Gallup Student Survey	$61,496.00
Total		$583,996.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $2,257,987.00.

Source of Funding: Funds to support this request are available in FY 23 and are anticipated to be available in FY 24 in the account titled Title IVB - Out-of-School Time Career Pathway Grant, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY 22	FY 23	FY 24	Total
06-56-56-562010-28510000-072-509073 Grants Federal	$732,261.15	$941,729.85	$583,996.00	$2,257,987.00

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

Kathleen Vestal, 21st CCLC State Director
Kathleen.A.Vestal@nh.doe.gov

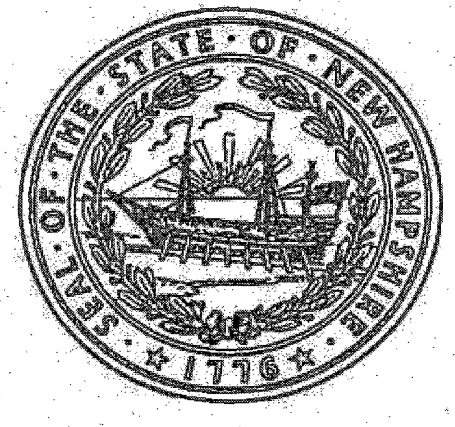
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEARNING INITIATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 2015. 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: 726744

Certificate Number: 0005347567



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2021.

William M. Gardner
Secretary of State

Corporate Resolution

I, Walter Zanchuk, hereby certify that I am an Officer of The New Hampshire Learning Initiative, and hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on December 15, 2022, at which a quorum of the Directors were present and voting.

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

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

DATED: 3/21/2023

ATTEST: Walter Zanchuk
(Name & Title)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2022

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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: Security National Insurance Company	19879
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
New Hampshire Learning Initiative Inc.
One Liberty Lane East, Suite 110
Hampton NH 03842

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	01/15/2023	01/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	08/01/2022	08/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall Street
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

Fairley Kennedy

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New Hampshire
Learning
Initiative
Better Education for All Students

NHLI'S MISSION STATEMENT

Creating and Supporting Meaningful, Enduring Innovation in Education

Modified as of 2018

NEW HAMPSHIRE LEARNING INITIATIVE, INC.

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	$ 1,628,884	$ 1,198,847
Prepaid expenses	117,669	100,000
Accounts receivable	59,459	297,000
Total current assets	1,805,992	1,595,847
OTHER ASSETS		
Security deposits	3,500	1,250
Total assets	$ 1,809,492	$ 1,595,097

LIABILITIES AND NET ASSETS

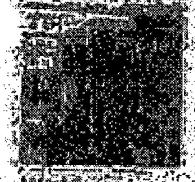
CURRENT LIABILITIES		
Accounts payable	$ 102,831	$ 50,368
Accrued payroll and related taxes	16,327	15,232
Accrued expenses	38,536	800
Total current liabilities	157,694	66,400
Total liabilities	157,694	66,400
NET ASSETS		
Without donor restrictions	502,926	325,593
With donor restrictions	1,148,872	1,203,104
Total net assets	1,651,798	1,528,697
Total liabilities and net assets	$ 1,809,492	$ 1,595,097

See Notes to Financial Statements

New Hampshire
Learning
Initiative

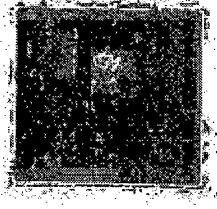
BOARD OF DIRECTORS 2020-2021

President



Val Zanchuk is President of Graphicast, Inc., a Jaffrey based manufacturer of precision-machined zinc alloy castings. Val has been active in STEM education and workforce development issues for almost 20 years. Val is past chair of the Business and Industry Association of New Hampshire, chair of the Manufacturing Strategic Partnership Initiative, and chair of the Governor's Pre-Engineering and Technology Advisory Council. He is also on the board of the New Hampshire Manufacturing Extension Partnership, the Manufacturing Leadership Council, the SEE Science Center, and serves on the State Workforce Innovation Board. Val received his BS and MEng degrees in Metallurgical Engineering from Lehigh University.

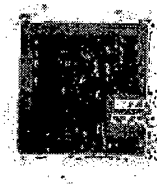
Treasurer



Dr. Mark Joyce served as executive director of the New Hampshire School Administrators' Association for 20 years, a private not-for-profit organization that represents all New Hampshire school system administrators and advocates on behalf of all children and public education. Mark advises businesses and organizations regarding education, leadership, and communication. He has taught grades 7-12, as well as at the graduate school level and has served as a school principal and as assistant superintendent of schools in New Hampshire. He has also served as a superintendent of schools in both New Hampshire and Maine.

Will Arwelo brings over 30 years of leadership experience within higher education and dealing with workforce development issues. A former President of Great Bay Community College, Will worked tirelessly to bridge higher education and business and industry to meet their workforce needs. Will is currently the Director for the State of New Hampshire Division of Economic Development. He is charged with oversight of the division, as well as developing a comprehensive economic development strategy for NH.

Christine Rath is the former Superintendent of Schools for the Concord, NH School District. She served in Concord for 20 years, as middle school principal, high school principal and Assistant Superintendent before becoming superintendent. Chris is currently an adjunct professor in school administration for the University of New Hampshire and Southern New Hampshire University and a teaching lecturer for Plymouth State University. She serves on the Advisory Committee for NHTI and is a member of the Central NH Regional Advisory Board for New Hampshire Charitable Fund.



Irv Richardson is currently the Coordinator for Public Education and School Support at NEA- New Hampshire. In this role, he provides professional learning opportunities for New Hampshire educators. Irv also teaches at Southern New Hampshire University in the Educational Leadership Doctoral Program. He has worked as an elementary classroom teacher, a principal, and as a senior consultant for TBA Consulting Group working extensively with states on projects such as Teacher Quality Enhancement grants, consulting with state department of education (New Hampshire, Connecticut, Rhode Island, South Carolina, and Hawaii), working on educator induction, developing leadership standards, working on the committee to write the 2011 InTASC standards and the InTASC learning progressions. Irv was Maine's Teacher of the Year in 1988 and received a National Educator Award from the Milken Foundation in 1993.

Ellen Hume-Howard
[redacted] Kingston New Hampshire 03848
[redacted]

Professional Profile

- Hold a Certificate of Advanced Graduate Study in Educational Administration, Master's Degree in Education, and Bachelor's Degree in English
- Certified in the State of New Hampshire as a Secondary English teacher and as a Curriculum Administrator

Education, Honors, and Certifications

Certificate of Advanced Graduate Study
Educational Administration
Rivier College, 2010

M.S. Education
Curriculum, Instruction, and Assessment
Antioch New England Graduate School , 2000

Bachelor of Arts in English
University of New Hampshire, 1984

NH School Administrator's Outstanding Service Award 2012

Certifications

New Hampshire, English Education. 1987

New Hampshire, Curriculum Administrator, 2009

Employment

Professional Development in Education

Executive Director of New Hampshire Learning Initiative August 2017- Present

- Hired to perform all functions of executive director to support and align innovative practices in New Hampshire schools.
- Supervise the Task Development for the NH PACE Project.
- Continue to nurture and expand the capacity of NHLI to support and initiative innovative practices in education, create bridges with stakeholders in education, and to be an educational leader in the state.

- Director of Curriculum, Sanborn Regional School District, July 2006 to June 2017
- ELA Lead for the NHDOE PACE Project 2014 to present
- Director of Curriculum for the NHDOE PACE Project 2015 to present
- Adjunct Professor, Education Department, Rivier College 2012 to present
- Curriculum Coordinator K-8, Sanborn Regional School District , July 2003 to 2006
- Assessment Coordinator, Sanborn Regional School District 2000- to present
- English Teacher, Sanborn Regional Middle School , July 1985-2003

Key Qualifications

Certified in Secondary (5-12) English Education

Planned and instructed eighth grade English course using wide variety of teaching aids and motivational and implementation strategies to engage students in active learning. Planned units of study using Understanding By Design.

Certified as a Curriculum Administrator

Created district curriculum framework and developed multiple curriculum documents with teachers and teams for guiding planning and assessment. Developed and implemented District-wide Spring Writing Prompt and analysis of student writing. Supervised the Title I, Title IIA, and the Title V grants in the district.

Created and designed the district's competency-based learning documents; competencies, standard; to reflect the aligned work of teachers and national standards.

Designed the district's assessment schedule and data analysis protocols.

Professional Experiences

Experienced Curriculum Administrator

Planned and monitored professional development for all district professionals. Conducted workshops to address district initiatives and identified areas of need for teaching teams and individual teachers. Designed and facilitated professional development workshops in:

Critical Friends, Education By Design(Critical Skills), Professional Learning Communities, Understanding By Design, Root Cause Analysis, Differentiated Instruction, Formative and Summative Assessment, Performance Assessment, Writing Analysis, 6+ Writing Traits, Constructed Response Writing, Writing in Science, Interdisciplinary Units, Rubric Development, Pinnacle Curriculum and Instruction, Competency-Based learning, Standards-based Grading and Reporting, Reteach and Enrich Instructional Blocks, NWEA Measures of Academic Progress.

Sanborn District Lead for the NHDOE PACE Project, 2014- present

Professional Affiliations

New England League of Middle Schools
ASCD
New Hampshire School Administrators Association

Jonathan C. Vander Ploeg
jvanderploeg@nhlearninginitiative.org
Twitter: @jvanderploeg
jonvanderploeg.wordpress.com
[redacted]
Hampton Falls, NH
03844

Objective: To assist educators in implementing organizational changes that positively impact student learning by utilizing my experience and collaborative leadership skills.

Education:

Ph.D Student: Educational Leadership and Policy
The University of New Hampshire, Durham, NH 03824
September, 2018-Present

Ed. S.; Educational Administration and Supervision
The University of New Hampshire, Durham, NH 03824
September, 2006-December, 2010

M.Ed.; Elementary Education
The University of New Hampshire, Durham, NH 03824
May, 1998-May 1999

BA; History
University of New Hampshire, Durham, NH 03824
September, 1990-December, 1992 and September, 1996-May, 1998

Professional Experience:

July, 2017-Present — **Director of Innovative Projects**
New Hampshire Learning Initiative
Hampton, NH 03842

- Provide individualized, focused professional development to districts and schools in the area of competency-based learning with a specific focus on collaborative structures to support this transition.
- Oversee aspects of the Assessment for Learning Project, rethinking assessment practices through student co-design of curriculum, instruction, and assessment
- Facilitate Statewide Work Study Practices effort (four years) in schools and districts, implementing changes in assessment and instruction through the increase of metacognitive practices embedded in classroom activities

March 2015-Present

Author and Associate
Solution Tree
Bloomington, IN

- Co-author of *Breaking With Tradition: The Shift to Competency-Based Learning In PLCs at Work* (with Brian M. Stack)
- PLC at Work Associate, trained with Dr. Rick DuFour and Becky DuFour, providing support to schools and districts throughout the country
- Presenter at PLC at Work Institutes throughout the country

July, 2016-July, 2017

Executive Director
New Hampshire Learning Initiative
Concord, NH 03833

- First executive director of a newly formed 501c3, acting as an intermediary to support schools in their transition to CBL
- Built relationships with funders to gain support for the mission and vision of NHLI
- Developed professional development programs for schools to support their varied needs.

July, 2008-June, 2016

Principal
Memorial Elementary School
Newton, NH 03858

- Provided guidance and direction for teams related to data analysis, program implementation, and assessment of student work over a five year period which resulted in a significant increase in student performance as measured by various indicators.
- Developed and implemented LEAP (Learning for Each And every Person), a three-tiered model of support for all students which utilizes the strengths of the various professionals throughout Memorial School and coordinates the schedule for all grade levels.
- Maintained positive morale within the staff through functioning Professional Learning Communities, despite three consecutive years of a failed contract and a deficit budget.
- Implemented a true, competency-based grading system at our school as part of our district initiative.
- Instituted team leaders at the elementary level to expand the scope of Professional Learning Communities while developing shared decision-making throughout the staff.
- Expanded model of communication by implementing Principal Coffee Hours and inviting parents and community members to monthly school-wide assemblies recognizing students and staff and disseminating information through various media (newspapers, e-mail, newsletters, etc.)
- Successfully presented concept of "Intervention Block" for kindergarten students demonstrating need to the School Board with a team. Resulted in twelve students receiving a full-day program for one year, nullifying the gap that existed at the time of the previous year's screening, and providing data to support the need for a full-day program for all students.

- Managed a base budget of approximately $70,000 (default for three years) while continuing to build programming by utilizing various resources in and out of the district.
- Actively participated in the development of policy, specifically the Pupil Safety and Violence Prevention Policy, for the Sanborn Regional School District.
- Developed and managed various grants through the State of New Hampshire which provided professional development opportunities and materials for staff.

July, 2005-
June, 2008

Assistant Principal/Special Education Building Coordinator
Memorial Elementary School
Newton, NH 03858

- Assisted Principal in all aspects of Memorial School's daily operation, to include budget, staffing issues, evaluations, community projects, discipline, curriculum, and communications.
- Actively participated in the attainment of "unconditional" rating by the Department of Education as a member of Sanborn's On-Site team during the District's Special Education Focused Monitoring On-Site visit by the State of New Hampshire
- Co-Chaired Memorial School's New England Accreditation of Schools and Colleges Steering Committee, assisting in the development and implementation of the year-long self-study.
- Chaired Sanborn Regional School District Social Studies Curriculum Committee, realigning the elementary frameworks based upon the Department of Education NH Curriculum Frameworks.
- Ensured 100% compliance by Memorial's special education team, overseeing the referral, evaluation, identification, and placement for up to fifty-five students identified with various special needs, grades K-5.
- Focused Memorial School's discipline policies to stress personal responsibility and accountability, resulting in the decrease of discipline referrals throughout the course of each school year.

Sept., 1999-
June, 2005

5th Grade Teacher
Memorial Elementary School
Newton, NH 03858

- Researched, developed, and implemented integrated curriculum with the fifth grade team in the areas of social studies, mathematics, and language arts.
- Instructed classes with up to nine identified students, focusing on each child's strengths to provide the optimal chance for student success within the classroom.
- Chaired the District Social Studies Committee from September, 2001-September, 2004, aligning Sanborn's frameworks with the State of New Hampshire frameworks.

April, 1993-
April, 1996 *Member of the United States Army Honor Guard in Washington, DC.*

- Selected for the Presidential Salute Battery.
- Promoted to the rank of sergeant within three years.
- Responsible for the welfare and general well-being of numerous soldiers from varying backgrounds.

Affiliations:

- NAESP, National Association of Elementary School Principals
- NHASP, New Hampshire Association of School Principals
- ASCD, Association of Supervision and Curriculum Development

Additional Information:

- Presented and keynoted nationally on competency-based learning and Professional Learning Communities at Work
- Contributing Author for EdWeek, NOLC; www.connectedprincipals.com www.competencyworks.org

References: Available Upon Request

Carolyn K. Eastman, M. Ed, Ed.S
[redacted] NH 03823. (603[redacted]
carolyn@ckeconsulting.net

EXPERIENCE

DIRECTOR OF INNOVATIVE PROJECTS, NH LEARNING INITIATIVE - 2018 – present

- Project Lead, Barr Foundation Grant, for NHLI, Future Learning Pathways (Equity and Access to Opportunities)
- Facilitate district-driven professional learning pathways.
- Lead and present at statewide convenings for 12 school districts in NH
- Coaching support on topics of Student centered practices, personalized learning, Portrait of a Learner, and Trauma Informed Instruction.

DIRECTOR OF DEVELOPMENT - KNOWLEDGEWORKS– 2017-2020

- Represented KnowledgeWorks as a national expert and thought leader on topics relevant to personalized, competency-based learning.
- Engaged partners in KnowledgeWorks' thought leadership to grow the organization's national influence.
- Attended, presented, and connected with potential partners at strategic, industry-related conferences.
- Create, refined, and institutionalized KnowledgeWorks' partnership development processes including managing the pipeline process.
- Ensured processes align with functions across the team and in alignment with the broader KnowledgeWorks organization.
- Contributed to identifying, aligning, and implementing systems that support the development process

PRINCIPAL CONSULTANT - CKE CONSULTING – 2015- present

- Point person on state-wide longitudinal research project for Michigan Department of Education involving creating a core leadership team and capacity building throughout the state.
- Project technical assistance provider for North Carolina Department of Education research grant to examine instructional alignment to CCSS and Statewide Student Assessment results.
- Project team member and consultant for Wisconsin Center for Education Research, Univ. of Wisconsin, Madison, Wisconsin.
- Competency Based Specialist/ apprentice with Rose Colby on Competency Based Learning in New Hampshire, 2015-2016.
- Presenter at NELMS, 2016, Providence RI- Making Teacher Voice Count.
- Project co-chair with SERESC conducting research at Concord Regional Technical Center, (CTRC) examining student led conferences, 2017.
- Presenter at the NH CTE Conference 2018 and 2019.

- Technical Assistance provider, conducting the Comprehensive Needs Assessments for 5 NH CTE Centers through stakeholder focus group feedback.
- Committee Member:
  NH Alliance for College and Career Readiness
  Statewide Work Based Learning Committee
  NH Race and Equity – Education Work Group

ASSISTANT SUPERINTENDENT- OYSTER RIVER COOPERATIVE SCHOOL DISTRICT- 2012-2015

- Provided leadership for implementation of the Common Core State Standards and readiness to administer the Smarter Balanced Assessment
- Implemented a standards based reporting system using online progress reports with PowerSchool
- Began transitioning to a competency based system – grading, evidence driven performance assessments and PBL.
- Worked as a member of the strategic plan steering committee
- Created an evidence based process for selecting a new mathematics resource K-5
- Led the revision of the Teacher Effectiveness Plan,
- Coordinated Federal grants- Title I and Title IIA
- Supervised and supported district leadership team
- Presented at NELMS conferences on Depth of Knowledge in Core Curriculum
- Invited presenter at NHSAA CIA Conference Fall 2013

CONSULTANT, COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO)- 2001-2012

- Invited consultant for CCSSO each year for 10 consecutive years
- Provided high quality support and leadership for state departments of education nationally, in the areas of content analysis and standards.
- Assisted states in implementing Common Core State Standards.
- Effected national policy on behalf of teachers.
- Collaborated with other national CCSSO work groups to integrate education reform effort

CONSULTANT, WISCONSIN CENTER FOR EDUCATION RESEARCH, UNIVERSITY OF WISCONSIN, MADISON- 2001-2012

- Invited consultant for WCER each year for the past 10 years
- Provided educational leadership for educational federal research grants in the areas of English Language Learners and Special Education.
- Focused on access to content in general and special direct instruction classroom environments.
- Created the professional development and outreach to teachers and district administration.
- Invited to be a member of a team providing content analysis expertise of national assessments and textbooks

PROFESSIONAL DEVELOPER, MEASURED PROGRESS, DOVER, NH- 2006-2007

29 Gambrel Lane, Medway, NH 03813 Tel 603-231-8334 Email carolyn@kennedyconsulting.net

- Created teacher focused professional development materials for Formative Assessment, Using Data, Unpacking Standards, and Examining Student Work.
- Executed high quality professional development for a variety of state clients.

PROGRAM ASSISTANT, IMPACT CENTER, UNIVERSITY OF NEW HAMPSHIRE- 2001-2003

- Provided statewide support for standards based mathematics instruction, with a focus on instructional materials.
- Worked collaboratively with state New Hampshire state education agencies in providing high quality professional development.

TEACHER, RYE JUNIOR HIGH SCHOOL, RYE, NH 1996-2001

- 6th Grade teacher with a focus on mathematics
- Special Education teacher.
- Provided standards based instruction to middle level students as a 6th grade teacher.

CASE MANAGER, BAILEY PLACE, NH 1994-1996

- Supported teenage girls in a group home environment, working through trauma
- Provided outward bound experiences for the teens

EDUCATION

- University of New Hampshire, Doctoral class, Critical Thinking in Education, Beginning my doctoral research on Equity in Educational Opportunities, - present.
- University of New Hampshire- Educational Administration and Supervision Program, Ed.S. 2011-2015
- Lesley University-M.Ed., 1996-1998
- University of Connecticut-B.A. Social Work, 1987-1991

Additional Education

- Be A Catalyst for Innovation, UNH Paul School of Business
- I-Corps Value Added Proposition business Design Course, UNH Innovation Lab
- Leadership Seacoast – Class of 2017
- Dare to Lead Trained Facilitator

CREDENTIALS

- NH Distinguished Educator, worked at state level in collaborative efforts to create NH GLEs for mathematics
- State of New Hampshire Experienced Educator Certificate Ed ID# 63588 Endorsements: Elementary Education k-8
- State of NH Additional Certifications : Principal, Curriculum Administrator, and Superintendent

Kathleen Ann Vestal, CAGS
[redacted]
Plymouth, NH 03264
(603) [redacted]ell)
Email: Kathleen.vestal@doe.nh.gov

Education

C.A.G.S. Educational Leadership, Curriculum and Instruction, GPA 4.0
Plymouth State University of the University System of New Hampshire
Plymouth, NH 2016

M.E.D. (Student Development and Academic Support), GPA 4.0
Plymouth State College of the University System of New Hampshire
Plymouth, NH 2003

B.S., Interdisciplinary Degree (Business and Education), Magna Cum Laude
Plymouth State College of the University System of New Hampshire
Plymouth, NH 1998

Professional Experience

NH State Director Nita M. Lowey 2st Century Community Learning Center Program (21st CCLC), NH Department of Education, Division of Learner Support
Concord, NH
August 2016-present

- Maintains oversight and the fiscal management of the 21st CCLC six million dollar grant for 65 sub-grantees are located geographically throughout the state located in schools districts and community based organizations.
- Develops and distributes the 21st CCLC grant Request for Proposals (RFP) and organizes peer reviews and approves grants with applicant schools and agencies.
- Analyzes and interprets federal and state legislation and regulations to ensure compliance with accepted state and agency policies and regulations.
- Evaluates, and monitors the activities of the 21st CCLC program by working with the schools, districts, community-based organizations, private nonprofits and the NH Statewide Afterschool Network.
- Provides technical assistance for the schools, districts, and non-profits organizations on components of extending learning afterschool programs.
- Compiles necessary data for Federal reporting, disseminates information, and attends national and Federal training sessions and conferences.
- Conducts and coordinates statewide professional development for school districts, state agencies, private nonprofits and community-based organizations to support the development of high quality afterschool programs, and create a stronger understanding and better practices in the field.
- Develops surveys and creates an annual statewide evaluation of 21st CCLC programs.
- Advises local educational agencies, business, and professional organizations on the 21st Century Learning Center program and recommends changes in curriculum and existing programs.
- Certification of Data with Cayen and the 21APR Federal Reporting System.

- Supervise and evaluates work performance of subordinate employees, including training needs for the purpose of staff development.

Coordinator of Internships in Teaching for Elementary and Secondary Education for Undergraduate and Graduate Interns Pre-K through 12, Office of Educator Preparation, Plymouth State University, Plymouth, NH
July 2003-June 2016

School Partnerships K-12

- Established, cultivated, collaborated, and maintained relationships with school partners Pre-K through 12 and coordinated high standard field placements for all majors. (150-180 interns a year)
- Worked closely with Principals and Superintendents throughout the state on intern placements and seminars, and best practices professional development training for teachers.
- Focused on placements across all sub-groups in NH (Special Education, Title 1, STEM, and ESL.
- Provided students with extended support with afterschool programs and summer programs including Title 1, tutoring, and STEM based programming.
- Tracked field placements in an effort to provide a variety of diverse and positive experiences for each teacher education candidate aligned with NH College and Career standards.
- Trained and worked collaboratively with Director of the North Country Teacher Preparation program for internship placements.
- Liaison to the Council of Educator Preparation clarified and communicated all new policies and procedures for teacher education for all teacher preparation programs.
- Co-developed the work with PSU faculty to establish Professional Development Schools.

Mentor Teacher and University Supervisors Pre-K through 12

- Supervised directly and indirectly 11-40 university supervisors (depending on enrollment) yearly.
- Developed, coordinated, and implemented training and orientation programs for interns, mentor teachers, and university supervisors. Created on-line mentor teacher and university supervisor training for implementation.
- Recruited, hired, and trained university supervisors, mentored cooperating teachers in the field to build and strengthen University/K-12 working partnerships and coordinated training sessions for all teacher education programs.
- Evaluated mentor teachers, university supervisors, and intern placements for program improvement.
- Cultivated expectations based on State and National standards.

Interns

- Supervised over 150 graduate and undergraduate interns. Responsible for placements Pre-K-12 in NH. Facilitated out-of-state placements for interns assuring that all state standards were met.
- Worked with all the institutions in the University System of NH and other out-of-state colleges and universities, and international schools, including the Department of Defense.
- Developed and implemented four intern seminars each semester for all interns and evaluated and summarized data for program improvement.
- Reviewed curriculum requirements for all students entering internship.
- Course instructor for Elementary Education interns.
- Presented at all Introduction to Education and upper-level education classes regarding the requirements and processes for entering Teacher Education candidates.
- Developed remediation plans, counseled and set goals for interns having difficulty during their internship.
- Provided quality high-level customer service to ensure retention of students through excellent support services.

Educator Preparation

- Supervised six office staff and worked closely with the Office of Graduate studies staff.
- Provided administration and oversight of all Teacher Education programs.
- Responsible for identifying appropriate state and national grants to support Plymouth State University.
- Worked with White Mountain Community College and developed and implented the recruitement of teachers in the rural part of the state focusing on teacher retention.
- Worked with all Teacher Education program coordinators to identify discipline specific field placements.
- Developed, administered, and maintained the performance assessment system to track performance of candidates in all Teacher Education programs known as the Gate System/Decision Points. Identified and assessed benchmark steps for the system.
- Assisted in the Title II reporting.
- Counseled students in Praxis and Foundations of Reading Testing and communicated all state requirements to students.
- Held seminars in regards to ethics and legal responsibilities as a teacher.
- Assisted Chief Certifying officer with recommending interns for New Hampshire state certification.
- Designed, developed and maintained all related publications and forms related to teacher preparation programs and assured that they align with the conceptual framework, State, INTASC, and CAEP standards.
- Oversight of the Office of Educator Preparation website and handbook.
- Oversight of budget.
- Attended all related state and national conferences.

State and National Accreditation

- Maintained state and national standards for state and national accreditation.

- Participated in the accreditation renewal process.
- Wrote and prepared reports for standards.
- Coordinated site visit for mentor teachers and university supervisors.
- Created and maintained documentation for accreditation visits.

Coordinator of Academic Advising, Education Department, Plymouth State College, Plymouth, NH
1996-2003

- Administered an academic advising office to provide students with daily consistent availability to academic advising.
- Created academic plans for newly and currently enrolled students.
- Responsible for advising and counseling over 150 students.
- Taught several Introduction to the Academic Community classes.
- Responsible for departmental activities in the absence of the chair including all technical and non-technical tasks; such as advising and overseeing of grants.
- Responsible for NCATE reports and NH State reports, assemble materials for accreditation visits involving all other campus departments, academic advising issues related to the Education Department degree and student requirements with regard to the registrar and other campus departments.
- Supervised five office staff and worked with all offices and academic advisors on campus.

Technology Skills
Federal Systems

- Performance Reporting (21APR), G5 US Department of Education-Federal Government Grants, Grant.gov, SAM.gov

NH Department of Education Systems
Grant Management, NH First, IRT, I4see, ESS
MS Windows, MS Word, MS Excel, MS PowerPoint, Adobe Illustrator
University Systems

- Banner, Moodle, Mahara.

Professional Development in Education

- Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) Remote Summer Symposium & United States Department of Education, State Education Agency (SEA) Directors' meeting. July 2020
- United States Department of Education, State Education Agency (SEA) Directors' Meeting, in Washington, DC. February 2019
- Afterschool Network Mott Foundation Meeting, Scottsdale, AZ. May 2019
- Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) Summer Symposium & United States Department of Education, State Education Agency (SEA) Directors' meeting in Washington, DC. July 2019
- NH Department of Education Every Student Succeeds Summer Leadership Summit in Durham, NH. August 2019

- Beyond School Hours Annual Conference & the United States Department of Education, State Education Agency (SEA) Directors' meeting in Atlanta, GA. March 2018
- Afterschool Network Mott Foundation Meeting in Chicago, IL. April 2018
  21st Century Community Learning Centers (21st CCLC) Summer Symposium & United States Department of Education, 21APR Training for State Directors, in Washington, DC. July 2018
- United States Department of Education Combined Title Federal Programs Meeting in Washington, DC. December 2018
- National Afterschool Summit, Los Angeles, CA. April 2017
- 21st Century Community Learning Centers Summer Institute in Philadelphia, PA. July 2017
- NH Department of Education Summer Summit. August 2017
- Professional Development Schools National Conference, Las Vegas, NH February 2013
- Professional Development Schools National Conference, New Orleans, LA February 2012 - Presented and attended.
- Professional Development Schools National Conference, New Orleans, LA March 2011
- American Association of Colleges for Teacher Education, San Diego, CA February 2011
- Professional Development Schools National Conference, Orlando, FL March 2010
- American Association of Colleges for Teacher Education, Atlanta, GA February 2010
- American Association of Colleges for Teacher Education, Chicago, IL February 2009
- National Council for Accreditation of Teacher Education, September 2007
- American Association of Colleges for Teacher Education, New York City, NY February 2007
- American Association of Colleges for Teacher Education, San Diego, CA January 2006
- National Academic Advising Conference (NCADA), Las Vegas, NV October 2005
- Professional Development Schools National Conference, Orlando, FL March 2005
- American Association of Colleges for Teacher Education, Washington, DC February 2005
- National Council for Accreditation of Teacher Education, September 2004
- American Association of Colleges for Teacher Education, Chicago, IL February 2004
- National Academic Advising Conference (NCADA), Dallas, TX October 2003
- Banner Training, Plymouth State College, December 2002
- National Council for Accreditation of Teacher Education, October 2002
- National Academic Advising Conference (NCADA), Salt Lake City, UT October 2002
- National Council for Accreditation of Teacher Education, Washington, DC October 2001
- National Academic Advising Conference (NCADA), Ottawa, CAN October 2001
- National Council for Accreditation of Teacher Education, Washington, DC January 2001
- Regional Academic Advising Conference, Portland, ME March 2000
- National Association Multicultural Education (NAME), Orlando, FL November 2000
- National Academic Advising Conference, Denver, CO October 1999
- Regional Academic Advising Conference, Syracuse, NY March 1999
- New England League of Middle Schools, Providence, RI March 1998
- National Academic Advising Conference (NACADA), San Diego, CA October 1998
- NH Women in Higher Education Association, Annual Conference, April 1998
- NHNAEYC Administrators' Conference, Concord, NH June 1997

Department and Campus Committees, Awards, and Memberships

- NH Department of Education Council of Teacher Education Committee, 2013-2016
- CAEP Standards Committee, 2015-2016
- Professional Development School Advisory Council, 2010-2016
- Mentoring In Education Committee, 2009-2016
- Member, Phi Kappa Phi, Honor Society, Plymouth State College
- Council of Educator Preparation, PSU, 2003-2016
- Silver/Horton Scholarship Committee 2008-2016
- Council of Educator Preparation Scholarship Committee 2003-2016
- TEAAC Committee
- Academic Advising Committee
- Selected as Top 99 Graduating Senior, Plymouth State College
- By-laws Committee for Operating Staff
- NCATE Steering Committee
- NCATE Standard 3 Committee
- NH Teacher Education State-wide Accreditation Committee
- Department Space Planning Committee
- Early Childhood Studies Committee
- Childhood Studies Committee
- Teacher Certification Committee
- Nominated For Distinguished Operating Staff Award, 1996
- Nominated For Distinguished Operating Staff Award, 1997

New Hampshire
Learning
Initiative

KEY PERSONNEL SHEET

NAME	% of Salary That Will Be Paid from the Grant
Ellen Hume-Howard Executive Director	15%
Jon Vander Els Director of Innovative Projects	25%
Carolyn Eastman Director of Innovative Projects	30%

JAN25'23 PM12:15 RCVD

5G

Frank Edelblut
Commissioner

Christina 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
Citizens Services Line 1-800-339-9900

January 10, 2023

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

REQUESTED ACTION

Authorize the Department of Education (NHED) to enter into a Sole Source amendment to an existing contract with New Hampshire Learning Initiative (NHLI), Hampton, New Hampshire (299943) by adding three school districts to assist in the administration of the Out-of-School Time Career Pathway Grant awarded to the NHED 21st Century Community Learning Centers (21st CCLC) program, with no change to the total price limitation or end date, effective upon Governor and Council approval through June 30, 2023, with an option to renew for two fiscal years. The original agreement was approved by Governor and Council on August 18, 2021 (Item #69) and modified on September 28, 2022. 100% Federal Funds.

Funds to support this request available in the account titled Title IVB - Out-of-School Time Career Pathway Grant in FY 22 and FY 23, with the ability to adjust encumbrances between state fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	FY 22	FY 23	Total
06-56-56-562010-28510000-072-509073 Grants Federal	$732,261.15	$941,729.85	$1,673,991.00

EXPLANATION

This request is Sole Source because the original contract was sole source. New Hampshire Learning Initiative's (NHLI's) staff has over twenty years of experience working with state education agencies (SEAs), Lead Education Agencies (LEAs) and Community Based Organizations (CBOs) in developing, implementing and supporting outside regular school hours or as part of expanded learning programs, that lead to a recognized postsecondary credential, such as an industry-recognized certification or a certification of completion of an apprenticeship in an in-demand industry sector or occupation.

The original contract proposed four (4) core school districts that share characteristics encompassing rural schools, urban challenges, low-socio-economic status, and high need for business and industry connections between schools and local industries. These districts included Hinsdale School District,

Laconia School District, Conway School District, and Manchester School District. This amendment will add the addition of three (3) more core school districts to the contract, to include Rochester School District, Salem School District, and Sanborn Regional School Districts. Businesses included are GS Precision, Eastern Slopes Aviation, Aviation Museum of NH, EPTAM Precision and Graphicast. Additional districts involved in the Future Learning Pathways project, Performance Assessment for Competency Education initiative, and Transportable Work and Success Skills (NH Work Study Practices) work will comprise a supported networked innovation collaborative to support scaling of this proposal's implementation.

As the original four (4) pilot school districts, with the addition of the three (3) pilot school districts, move forward in providing collaborative, consistent and well-planned preparation, planning and experience for students, leading to the ability to obtain a recognized postsecondary credential, the following outcomes will be tracked. These measures will be included in reporting documents. The NH Student Gallup Poll will be utilized to provide longitudinal data on how students are perceiving their future possibilities based on their experiences in the learning experiences.

REPORTED OUTCOMES

The cumulative, unduplicated number of:

1. Students participating in a program supported by this grant.
2. Program participants who receive an industry-recognized credential and the cumulative number of credentials received, as a result of a program supported by this grant.
3. Program participants who complete an internship as a result of a program supported by this grant.
4. Program participants who complete an apprenticeship as a result of a program supported by this grant.

The NHED will assist with the administration of this grant by collaborating with NHLI by leveraging our existing contacts with communities, using existing resources to grant out funds to local communities and ensuring compliance requirements are implemented in line with the grant award and Uniform Grant Guidance.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter "the Agency," and New Hampshire Learning Initiative, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 18, 2021 (Item #69) and modified on September 28, 2022 hereby agree to modify same as follows:

1. Amend Exhibit B Scope of Services by adding Rochester, Salem, and Sanborn Regional School Districts.

2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

3. This amendment shall commence upon Governor and Council approval and shall terminate on 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: 1/19/2023
Frank Edelblut, Commissioner of Education Date

New Hampshire Learning Initiative, Inc (Contractor)

By: 10.15.22
Ellen Hume-Howard, Executive Director Date

Approved as to form, substance and execution by the Attorney General this 19 day of January, 2023

Elizabeth Brown, Division of Attorney General's Office

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

By: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEARNING INITIATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 2015. 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: 726744
Certificate Number: 0005347967

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without a Seal)

I, Walter Zanchuk, do hereby certify that:
(Name of the of the Corporation, cannot be signatory)

(1) I am the duly elected president of New Hampshire Learning Initiative
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 28, 2022.
(date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Ellen Hume-Howard, Executive Director,
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the Fifteenth day of December, 2022.
(day, month, yr) (must be same date as the contract date)

(4) Ellen Hume-Howard is the duly elected Executive Director of the corporation.
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 20th day of December, 2022.

Walter Zanchuk
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On Dec 20, 2022 the foregoing instrument was acknowledged before me.

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

Norma M. Milne
Notary Public/Justice of the Peace

My commission expires on:

NORMA M. MILNE, Notary Public
My Commission Expires July 15, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2022

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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (603) 293-2791 FAX (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: Security National Insurance Company	19879
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
New Hampshire Learning Initiative Inc.
One Liberty Lane East, Suite 110
Hampton NH 03842

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			[redacted]	01/15/2023	01/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ 2? $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N/A	[redacted]	08/01/2022	08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall Street
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

Bailey Kennedy

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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

September 22, 2022

Modification to: NH Learning Initiative (NHLI) Contract
Approved by Governor and Council on September 15, 2021, Item #69

Authorize New Hampshire Department of Education, Division of Learner Support, Bureau of Student Support, requests to modify the contract with NH Learning Initiative (VC# 299943) Hampton, NH in the amount not to exceed $1,673,991.00 to provide career pathways opportunities for youth. As of, September 22, 2022 NHLI will modify their item budget by transferring the amount of $379,736.85 in unexpended funds from the FY22 budget to the FY23. See Budget Modification Table.

Modification to include:

- Funds in the FY22 Budget will decrease by $379,736.85.
- Funds in the FY23 Budget will increase by $379,736.85.
- The not to exceed amount of $1,673,991.00 will remain unchanged.
- NOTE: all other contractual obligations remain in place as established in the original contract.

100% Federal Funds

Funds to support this request are available in the account titled Out-of-School-Time Career Pathways for FY23, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Budget Modification Table.

100% Federal Funds	FY22 Original	FY22 Decrease	FY22 Adjusted
06-56-56-562010-28510000-072-509073	$1,111,998.00	($379,736.85)	$732,261.15

100% Federal Funds	FY23 Original	FY23 Increase	FY23 Adjusted
06-56-56-562010-28510000-072-509073	$561,993.00	$379,736.85	$941,729.85

Limitation of Price: This contract will not exceed $1,673,991.00.

Funds are contingent on:

Federal Funding from the Out-of-School Time Career Pathway grant; and

Attainment of contractual performance goals and measures.

Date 8/28/222

Frank Edelblut
Commissioner, Department of Education

Date 9/2/22

Ellen Burke-Howard
Executive Director

AUG 18 '21 PM 3:31 RCVD

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
Citizens Services Line 1-800-339-9900

August 12, 2021

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

REQUESTED ACTION

Authorize the Department of Education (NHDOE) to enter into a Sole Source contract with New Hampshire Learning Initiative, Inc. (NHLI) Hampton, New Hampshire (299943) in an amount not to exceed $1,673,991 to assist in the administration of the Out-of-School Time Career Pathway Grant awarded to the NHDOE 21st Century Community Learning Centers (21st CCLC) program, effective upon Governor & Council approval through June 30, 2023, with an option to renew for two additional fiscal years. 100% Federal Funds.

Funds to support this request available in the account titled Title IVB Out-of-School Time Career Pathway Grant in FY22 and FY23, with the ability to adjust encumbrances between fiscal years through the Budget Office without further Governor and Council approval, if needed and justified.

	FY22	FY23
06-56-56-562010-28510000-072:509073 Grants Federal	$1,111,998	$561,993

EXPLANATION

This request is Sole Source because NHLI's staff has over twenty years of experience working with state education agencies (SEAs), Lead Education Agencies (LEAs) and Community Based Organizations (CBOs) in developing, implementing and supporting outside regular school hours or as part of expanded learning programs, that lead to a recognized postsecondary credential, such as an industry-recognized certification or a certification of completion of an apprenticeship in an in-demand industry sector or occupation.

The proposed initiative will include four (4) core school districts that share characteristics encompassing rural schools, urban challenges, low-socio-economic status, and high need for business and industry connections between schools and local industries. These districts include, Hinsdale School District, Laconia School District, Conway School District and Manchester School District. Businesses included are GS Precision, Eastern Slopes Aviation, Aviation Museum of NH, EPTAM

Precision and Graphicast. Additional districts involved in the Future Learning Pathways project, Performance Assessment for Competency Education initiative, and Transportable Work and Success Skills (NH Work Study Practices) work will comprise a supported networked innovation collaborative to support scaling of this proposal's implementation.

As these four (4) pilot school districts move forward in providing collaborative, consistent and well-planned preparation, planning and experience for students, leading to the ability to obtain a recognized postsecondary credential, the following outcomes will be tracked. These measures will be included in reporting documents. The NH Student Gallup Poll will be utilized to provide longitudinal data on how students are perceiving their future possibilities based on their experiences in the learning experiences.

REPORTED OUTCOMES
The cumulative, unduplicated number of:
1. Students participating in a program supported by this grant.
2. Program participants who receive an industry-recognized credential and the cumulative number of credentials received, as a result of a program supported by this grant.
3. Program participants who complete an internship as a result of a program supported by this grant.
4. Program participants who complete an apprenticeship as a result of a program supported by this grant.

The NHDOE will assist with the administration of this grant by collaborating with NHLI by leveraging our existing contacts with communities, using existing resources to grant out funds to local communities and ensuring compliance requirements are implemented in line with the grant award and Uniform Grant Guidance.

In the event that Federal Funds are no longer available for this program, State Funds will not be requested to support this program.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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 NH Department of Education	1.2 State Agency Address 101 Pleasant Street Concord, NH 03301
1.3 Contractor Name New Hampshire Learning Initiative, Inc. (NHLI)	1.4 Contractor Address One Liberty Lane East, Suite 110 Hampton, NH 03842
1.5 Contractor Phone Number 603-758-1464 / 1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023 / 1.8 Price Limitation $1,673,991.00
1.9 Contracting Officer for State Agency Kathleen Vestal	1.10 State Agency Telephone Number 603-271-3853
1.11 Contractor Signature Date: 8.11.21	1.12 Name and Title of Contractor Signatory Ellen Hume-Howard, Executive Director
1.13 State Agency Signature Date: 8.17.21	1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Christopher Bond, Attorney On: 8/18/2021	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:	

Contractor Initials EHH
Date 8.11.21

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 80:7c 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

Contractor Initials [illegible]
Date 9.11.21

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, formulas, 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

Contractor Initials E.M.M.
Date 8.11.01

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 in 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.

Contractor Initials SLW
Date 8.1.21

EXHIBIT A
Special Provisions

Additional Exhibits D-G

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for two (2) additional fiscal years, subject to the contractor's acceptable performance and identified ongoing need.

Renewal year 1 (FY24)	July 1, 2023 through June 30, 2024
Renewal year 2 (FY25)	July 1, 2024 through June 30, 2025

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).

Assurances:

1. Funds will be used solely for the purposes stated in this agreement.
2. NHLI will advise the NHDOE immediately if the federal government, IRS, or state or local authorities gives the Grantee notice of a change in its tax status.
3. The NHDOE requires that NHLI seek approval for any reallocation of their total budget funds that is over 15% of the grant.
4. NHLI shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable or non-educational purpose.
5. The NHDOE and the NHLI enter into this agreement in "good faith," recognizing that implementation plans are based on information and circumstances presently known. The NHDOE or NHLI may terminate this agreement with 30 days written notice. Should the agreement be terminated the grantee will receive compensation for work completed to date, including all actual costs incurred and any non-cancellable obligations, and/or shall return to the NHDOE all funds unused as of the date such notice of termination is sent.

Contractor Initials [illegible]
Date 9.11.21

EXHIBIT B
Scope of Services

New Hampshire Learning Initiative's (NHLI) proposed initiative will include 4 core school districts that share characteristics encompassing rural schools, urban challenges, low-socio-economic status, and high need for business and industry connections between schools and local industries. These districts include, Hinsdale School District, Laconia School District, Conway School District and Manchester School District. Businesses included are GS Precision, Eastern Slopes Aviation, Aviation Museum of NH, EPTAM Precision and Graphicast.

As these four pilot school districts move forward in providing collaborative, consistent and well-planned preparation, planning and experience for students, leading to the ability to obtain a recognized postsecondary credential, the following outcomes will be tracked. These measures will be included in reporting documents. The NH Student Gallup Poll will be utilized to provide longitudinal data on how students are perceiving their future possibilities based on their experiences in the learning experiences.

REPORTED OUTCOMES:

1. The cumulative, unduplicated number of:
2. Students participating in a program supported by this grant.
3. Program participants who receive an industry-recognized credential and the cumulative number of credentials received, as a result of a program supported by this grant.
4. Program participants who complete an internship as a result of a program supported by this grant.
5. Program participants who complete an apprenticeship as a result of a program supported by this grant.

NHLI Scope of Work NH Out-of-School- Time Career Pathways (OSTCP) Project

- Form and Facilitate Statewide Program Advisory Group and Lead Education Agency (LEA) Advisory Groups
- Establish career curriculum delivery and requirements
- Provide coaching support for the network of districts developing career pathways and lead collaborate discussions
- Build a communication plan for social media for the project
- Coordinate with vendors to create professional development and curriculum; build a schedule for the district teams to learn about options, facilitate sharing of opportunities.
- Design planning documents and data collection tools for the project, establishing quality criteria for all outcomes for the project.
- Support District Leads in designing action plans that meet federal grant guidelines
- Meet with US DOE and New Hampshire Department of Education (NHDOE) Project Leads - Provide project status and updates.
- Develop Best Practice Guide - NHLI and districts will develop a guide for students, employers and schools in the best practices for work-based learning experiences.
- Develop an out-of-school time (OST) Toolkit; including tools for monitoring district progress, evaluating quality student experiences, model competency-alignment to student experiences for schools, and other tools to support learning everywhere.

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Date [illegible]

- Design District Professional Learning Plans and Implement Professional Development – Awato Personalized Career Pathfinding Platform, World of Work and Possible Futures curriculum, Work Study Practices, NH Gallup Student Survey, Data analysis - NHLI will co-design with the districts the professional development plan that will support their pathway design plan. NHLI will coordinate the professional development for the districts.
- Coordinate the design and execute an Equitable Communication Plan with the Parent Information Center – Districts work with a communication specialist to design and implement a communication strategy to reach all stakeholders with a focus on communication with students and parents in the underrepresented groups.
- Refine the work-based opportunities to a personalized approach utilizing the NH Gallup Survey and Awato data.21 online platform.
- NHLI will develop and test the state-outlined Initiative for districts and schools to demonstrate progress in the following goals/strategies:
  1. Provide models of how districts can work with employers to provide students with work-based learning opportunities related to in-demand careers and attainment of science, technology, engineering & math (STEM)-related Industry Recognized Credentials (IRCs). These efforts will build upon the state's strong competency-based education, extended learning opportunity, Future Learning Pathways Project, Career & Technical Education, and work-study practice efforts. Student internships or apprenticeships in STEM related in-demand careers will be funded.
  2. Build upon existing career competencies and efforts in career awareness, exploration, and experiences that exist across the state including a legislated mandate that every student K-12 completes a career interest profile assessment.
  3. Build the capacity of districts to train students to be effective remote workers through the Workplaceless Digital Remote Worker Certification program recognized by the Society of Human Resource Management (SHRM).
- NHLI will provide two (2) written progress reports throughout each year and a final report due within 30 days of the end of this agreement. These reports shall describe accomplishments towards reaching stated goals, discuss outcomes of the work, provide a critical analysis of lessons learned, and propose any needed changes to be made to the project, along with a budget, detailing expenditures to date. NHLI will also participate in quarterly check-in calls with NHDOE coordinators to keep them updated on progress and planning for the grant activities. At the end of each year NHLI will provide the NHDOE with a financial summary.
- Managing the financial obligations for the projects including invoicing, contracting with vendors, and grants to districts.

Contractor Initials
Date

EXHIBIT C
Method of Payment

Budget

		FY22	FY23
NHLI	1.5FTE Project Management Personnel, Professional Development and Coaching to districts	$301,000	$158,000
Teacher Leads	2 in each district	$24,000	$12,000
Student Leads	2 in each district	$12,000	$6,000
Paid Interns	12hr / wk x 13 wks , 100 interns	$65,000	$50,000
Future Focused Education	Consulting / Coaching for Internship Program Design (Equitable Access/Communication etc)	$70,000	$0.00
Jobs for the Future (JFF)	Strategic advising and support for implementation of Possible Futures curriculum	$110,000	$50,000
Core District Contracts	Support of new curriculum development, planning, student employment costs such as transportation, lunch money, work related physicals, uniforms / work attire	$400,000	$200,000
Supplies	Miscellaneous items (copying, meeting support)	$2,000	$1,000
Computers/Related Equipment	Software licenses; mobile demo workstations	$8,000	$4,000
Conference & Meetings	Virtual	$16,000	$8,000
Various Vendors (e.g. Cisco, Adobe, CompTIA)	STEM-related Certs	$41,000	$30,000
Workplaceiqs	Train-the-Trainer Certification	$3,998	$1,993
Workplaceiqs	Remote Worker Certifications	$39,000	$31,000
Gallup Survey	NH Gallup Student Survey	$20,000	$10,000
Total		$1,111,998	$561,993

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 $1,673,991.

Source of Funding: Funds to support this request are available in the account titled Title IVB - Out-of-School Time Career Pathway Grant in FY 22 and FY 23; with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

	FY 22	FY 23
06-56-56-562010-28510000-072-509073 Grants Federal	$1,111,998	$561,993

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

Kathleen Vestal, 21st CCLC State Director
101 Pleasant Street
Concord, NH 03301

Contractor Initials [illegible]
Date [illegible]

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 [illegible]
Date [illegible]

Exhibit B

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
Date

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.

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

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 Initial [illegible]
Date [illegible]

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.

Revised 6-25-21

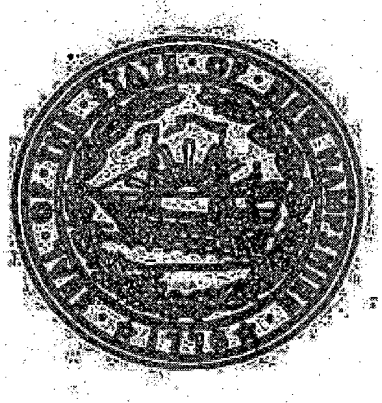
Contractor Initials [illegible]
Date [illegible]

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEARNING INITIATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 2013. 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: 726744
Certificate Number: 0005347567



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without a Seal)

I, Val Zaruchak, do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

(1) I am the duly elected clerk of [illegible]
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 8.8.21
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Ellen Hume-Howard, Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the Eleventh day of August, 20 21.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this Eleventh day of August, 20 21,
(Day) (Month) (Yr). (Must be same date as the contract date)

Val Zaruchak
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF N/A COVID

On _____, 20____, the foregoing instrument was acknowledged before me.

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

My commission expires on: _____ Notary Public/Justice of the Peace

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2021

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

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

PRODUCER
E & S Insurance Services LLC
31 Merrimacpoch Lane
P O Box 7423
Gilford NH 03247-7423

CONTACT NAME: Eleanor Spinazzola
PHONE (603) 293-9791 FAX (603) 293-7169
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

INSURED
New Hampshire Learning Initiative Inc.
One Liberty Lane East, Suite 110
Hampton NH 03842

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: Security National Insurance Company	16896
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			[redacted]	01/18/2021	01/18/2022	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $ 0
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ 0 BODILY INJURY (Per person) $ 0 BODILY INJURY (Per accident) $ 0 PROPERTY DAMAGE (Per accident) $ 0 $ 0
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE $ 0 AGGREGATE $ 0 $ 0
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	[redacted]	03/01/2021	03/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 500,000

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

CERTIFICATE HOLDER

NH Department of Education
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

Lindsay Kimmelly

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