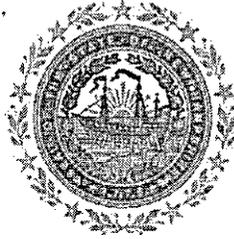


5P 38



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, NH 03301

May 16, 2024

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

**REQUESTED ACTION**

For submission on the Consent Calendar. Authorize the Department of Education to amend an existing **sole source** contract with the National Center for Competency-Based Learning (VC#271411) Durham, NH to provide consulting services and development support of a draft revision to the New Hampshire Code of Administrative Rules Ed 306 Minimum Standards state regulations, by extending the end date from June 30, 2024 to June 30, 2025, with no increase to the price limitation, effective upon Governor and Council approval. The original contract was approved by Governor and Council on November 18, 2020 (Item #112), amended on June 30, 2021 (Item #164), June 29, 2022 (Item # 160), June 14, 2023 (Item# 5J), and on January 31, 2024 (Item# 116). 100% General Funds.

**EXPLANATION**

This request is **sole source** because the original item was also **sole source**. The National Center for Competency-Based Learning (NCCBL) has historical experience and a professional background with the New Hampshire Code of Administrative Rules, Ed 306 Minimum Standards (Ed 306) and is able to facilitate discussions and work in partnership with the New Hampshire Department of Education (NHED) with various professional associations and organizations throughout the state. The goal of this effort is to facilitate and conduct planning and task force meetings over the course of an additional year in order to update, revise and enhance the Ed 306. The final work product will be a revised version of Ed 306 to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

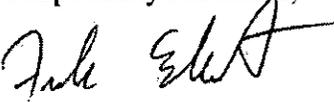
The NCCBL continues to provide direction and leadership in the revision of Ed 306. The original contract initially included provisions for public outreach. However, the scope of our public outreach and engagement with stakeholders has significantly exceeded our initial expectations, and these efforts are still ongoing. As a result, our vendor, NCCBL, has had to extend their outreach activities beyond what was originally agreed upon in the contract.

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

Recognizing the importance of transparency in this process, we are proposing this amendment to secure additional funds. This will allow us to continue to support the ongoing public engagement efforts effectively.

The contractor will continue to work closely with NHED to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

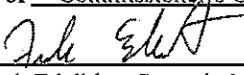
Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and National Center for Competency-Based Learning (VC#271411) Durham, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on November 18, 2020 (Item #112), amended on June 30, 2021 (Item #164), June 29, 2022 (Item # 160), and on January 31, 2024 (Item# 116), hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing June 30, 2024, and replacing with June 30, 2025.
2. Remove (Budget through June 30, 2024) on Exhibit C and replace with (Budget through June 30, 2025)
3. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
4. This amendment shall commence upon Governor and Council approval for the period of July 1, 2024, through June 30, 2025.

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

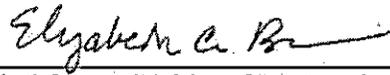
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By:   
Frank Edelblut, Commissioner of Education      Date

National Center for Competency Based Learning  
Contractor  
By:       05/13/2024  
Fredrick Bramante (May 13, 2024 20:18 EDT)  
Fredrick Bramante, President      Date

Approved as to form, substance and execution by the Attorney General this 28 day of May, 20 24.

  
Elizabeth Brown, Division of Attorney General Office

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

By: \_\_\_\_\_

**CERTIFICATE OF ATTESTATION**

Corporation

I, Robert T. McLaughlin, hereby certify that I am the duly appointed Secretary of  
(Name of Clerk of Corporation)

National Center for Competency-Based Learning, I hereby certify that Fredrick Bramante  
(Corporation Name) (Name of Contract Signatory)

President, is duly authorized to execute contracts on behalf of  
(Title of Contract Signatory)

National Center for Competency-Based Learning and may bind the company thereby.  
(Corporation Name)

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: 05/12/2024

ATTEST: 

Robert T. McLaughlin (May 12, 2024 08:02 EDT)

(Signature of Clerk of Corporation)

Board Chairperson

(Title of Clerk of Corporation)

# State of New Hampshire

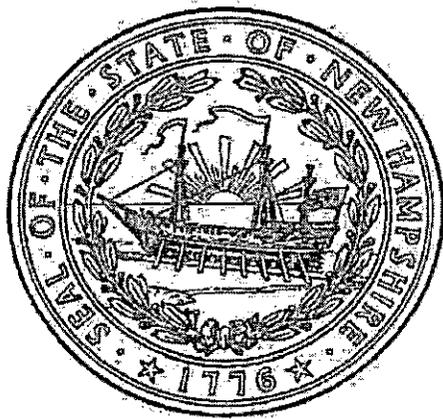
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2005. 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: 530667

Certificate Number: 0006678176



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of April A.D. 2024..

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2024

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Cheryl Oja	
Santo Insurance Inc		<b>PHONE (A/C No, Ext):</b> (603) 458-6820	
224 Main Street, Suite 2A		<b>FAX (A/C No):</b>	
Salem		<b>E-MAIL ADDRESS:</b> cheryl.oja@relationinsurance.com	
NH 03079		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	
		<b>INSURER B:</b> LM Insurance Corp	
		<b>INSURER C:</b> USLBIC - Mount Vernon Fire Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>		<b>NAIC #</b>	
National Center for Competency Based Learning		18058	
567 Bay Road		33600	
Durham		26522	
NH 03824			

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24-24-25      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			[REDACTED]	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/CP AGG \$ 2,000,000
OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>			[REDACTED]			COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>			[REDACTED]			EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
DED      RETENTION \$							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			[REDACTED]	09/21/2023	09/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability			[REDACTED]	07/14/2023	07/14/2024	D&O Liability Aggregate 2,000,000 2,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NH Department of Education 25 Hall Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>James Santo</i>

## **Mission Statement**

To operationalize experiential learning as a key component of school redesign.

National Center for Competency Based Learning

	January 1, 2022 to December 31, 2022	January 1, 2023 to December 31, 2023
<b>Beginning Balance</b>	18,017	8,416
Income:		
Grants & General Contributions	37,262	40,018
NH Grants		35,000
Civics & Civility Program		24,042
<b>Total Income</b>	<u>37,262</u>	<u>99,060</u>
Expenses:		
Salaries - Executive	28,000	24,000
Salaries Staff	4,470	14,125
Payroll Taxes	3,251	3,224
Legal Fees		419
State Filing Fees	50	150
Bank Fees	77	24
Payroll Fees	1,081	906
Travel & Mileage Expenses	1,823	18,874
Office Supplies	712	
Office Equipment		
Insurance	879	858
Technology	520	170
Dues		135
Memberships		
Education	6,000	5,000
Civics & Civility Program		8,000
<b>Total Expenses</b>	<u>46,863</u>	<u>75,885</u>
Operating Income/ -Loss	-9,601	23,175
<b>Ending Balance</b>	<u>8,416</u>	<u>31,591</u>

## **NCCBL BOARD MEMBERS- 2024**

Robert MacLaughlin- NCCBL Board Chair- President of the National Collaborative for Digital Equity

Joel Olbricht- NCCBL Treasurer- Managing Member k2n Advisors and CPAs

Nischal Chandra- Director of Software Engineering at Oracle Health

Daniel Miner- Radiologist, Exeter Hospital

Jacquiline Guillette- Retired Superintendent of Schools

Nathan Harris- NCCBL Secretary, PhD candidate at UNH-Educational Leadership

Daniel Schwarz- Retired Attorney

Kenneth Darsney-NH Dept. of Education

Fred Bramante- President

## ROBERT T. MCLAUGHLIN, PHD

### OVERVIEW OF EXPERTISE

---

- Educational and community development leadership, having conceived and led large-scale projects in digital equity, economic inclusion, STEM education, educational technology, and professional development school partnerships
- Pioneered mobilization of bank Community Reinvestment Act funding support for systemic digital equity for lower-income learners of all ages (equitable access to broadband, devices, tech support, multilingual tech support, and librarian support) for financial, economic and educational inclusion.
- Grantsmanship, having crafted and administered over \$35 million in funded proposals.
- Policy analysis, advocacy and transformation to address the challenges of digital age learners, skills and learning environments

### PROFESSIONAL PREPARATION

---

Ohio State University	Educational Policy and Leadership	PhD, 1987**
Southern Illinois University-Edwardsville	Urban Economics and Policy Analysis	MS, 1982
Denison University, Granville, OH	Sociology	BA, 1977

\*\*Doctoral program completed in 22 months (9/26/85 – 8/14/87) under full-tuition scholarship while holding two research assistantships. Doctoral study focused on educational strategies for economic opportunity in low- and moderate-income areas.. Dissertation received two university awards.

### PROFESSIONAL EXPERIENCE

---

**Co-founder and Executive Director, *National Collaborative for Digital Equity***, Weare, New Hampshire (2015 – present, full-time since January 2018). Conceived and lead this coalition of national leaders in banking, philanthropy, workforce development, educational technology research, professional associations in education (NSBA, NEA, AASA, AASL, etc.), and evidence-based strategies for digital equity in support of financial and economic inclusion. NCDE's technical assistance and policy efforts persuaded the Federal Reserve to issue guidance urging banking leaders to include, for the first time, support for digital equity in their Community Reinvestment Act (CRA) portfolios of investment for economic opportunity in high poverty communities. NCDE has been asked to form and facilitate an impact group on digital equity for Grantmakers For Education. NCDE also formed a pioneering national advisory council of banking leaders to advise the nation's school boards and school administrators to leverage the relationship with the banks where their LEA does its banking, to tap their bank's CRA funding to close the digital divide for their low-income students in support of financial and economic inclusion. [www.digitalequity.us](http://www.digitalequity.us)

**Associate Dean and Chair, *Education Division, New England College***, Henniker, New Hampshire (2016-18). Administered ten educator preparation programs as well as degree programs in education, kinesiology, outdoor education and educational leadership at the Bachelor's, Master's and doctoral levels for this private liberal arts institution serving northern New England's most diverse students. Responsible for faculty recruitment, hiring and development, program development and promotion, budgeting, course scheduling, and strategic partnership development for the Education Division. To this role he brought his professional body of work: the National Collaborative for Digital Equity (see above). Advised academic administrators on preparing for State review and approval of the College's educator certification preparation programs. Taught undergraduate course in foundations of education and doctoral course in reforming educational policy.

**Interim Director, *Leadership for Learning Innovation, Education Development Center***, Waltham, MA (2014–2016). During EDC's reorganization, provided interim leadership for the LLI unit's 30 project directors and staff engaged in research, development, technical assistance, policy analysis and professional development in support of leadership development, systemic school improvement, improved learning opportunities and results in STEM education and social justice for this international nonprofit. Adjunct taught doctoral course in reforming educational policy.

**Administrator, Professional Educator Preparation Program Approval, *New Hampshire Department of Education***, Concord, NH (2009–2014). Facilitated fundamental redesign of the state's policies, criteria, and processes for preparation program review and approval, to elicit sustained, intrinsically motivated engagement of teacher educators in utilizing evidence for rigorous candidate assessment, advisement and continuous program improvement. Adjunct taught doctoral course in reforming educational policy and graduate and undergraduate courses in social studies teaching methods, assistive technology and introduction to qualitative research methods.

**Founder and Executive Director, *MC Squared and the National Institute for Community Innovations (NICI)***, Montpelier, VT (1998–2008). Founded and led NICI, a socially responsible business committed to fostering educational equity. NICI conducted research and development in educational reforms and technologies that improve students' learning results, learning opportunities, and learning climate. He secured and administered funding (averaging \$3.5 million/year). Supervised all facets of operations, strategic planning, and development. Oversaw development of innovative online learning tools for use in online professional development, instruction, collaboration, mentoring and dissemination. Created and led MC Squared, a tax-exempt nonprofit corporation committed to fostering educational equity, as a sister organization to NICI. MC Squared assisted leaders of national associations and educational reform networks to identify and implement educational innovations, learning technologies, and knowledge management systems that enable continuous improvement in learning opportunities, learning climate and learning results. Conceived and chaired committee developing ISTE's 1<sup>st</sup> and 2<sup>nd</sup> International Leadership Summits on Learning Technology Development, Research and Dissemination, in June 2007 in Atlanta and in June 2008 at which leaders in technology R & D showcased effective technologies targeted to national professional associations' members' priorities to improve student learning climate, engagement and results. Obtained funding to revise NSDC's national staff development standards to reflect e-learning challenges and opportunities: *E-Learning for Educators: Implementing the Staff Development Standards*.

**Co-Director, *Eisenhower Regional Alliance for Mathematics and Science Education Reform, TERC, Montpelier, VT*** (1992–1998). Secured \$1.5 million/year ED funding for and led this Eisenhower regional consortium, fostering systemic local reform in STEM education at the P12 and teacher education levels across federal Region I (New England, New York, Puerto Rico and the US

## **Fredrick Bramante**

### **Education: Degrees and Honors**

Southern New Hampshire University, Honorary Doctor of Education (2015)

Encore Purpose Prize Fellow (2013)

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

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

Alumni Achievement Awards: Keene State College, 1995; Plymouth State University, 2009

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

Named one of New Hampshire's top innovators by New England Business Media (2019)

Josiah Bartlett Better Government Award (1995 and 1998).

### **Experience in Education Leadership**

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

- Leading effort to Implement a new Vision for High School (2019-present)
- Leading effort to revamp the NH K-12 regulations (2021-present)

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

- Steering Committee Member
- ED2-Education Driven Economic Development
- Pathways to 65X25 Sub-Committee, co-chair, (RE: Career credentialing for high schools)

Member, Extended Learning Opportunities Network (ELON) (2014-present)

Board Member, NH Business Educators (2012-2015)

Adjunct Professor, Plymouth State University (2012-2014)

Consultant on High School Redesign to various national, regional, and local groups including: National Governors Association; Association of Education Service Agencies (AESAs), Boards of Education -Iowa, Ohio, California, Alaska, Vermont, Missouri, West Virginia, New Hampshire.

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

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

Member on speaker roster, American Program Bureau (2013-15)

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

New Hampshire State Board of Education:

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

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

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

Governor's Limitless Learning (Special Education) Task Force (2003-2004)

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

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

- Created concept (1993)
- Master of ceremonies (multiple years from 1993-present)
- Board of Directors (1993-present)
- Recipient of the *Service to Education Award* (2008)

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

## **Publications**

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

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

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

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

Bramante, Fred (1998). "Community Driven Performance Compensation for Teachers." *Josiah Bartlett Center for Public Policy*.

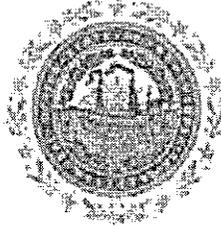
Bramante, Fred, Allen, Gordon, & Wilmot, Lee (1995). "The Case for a Flat Tax on Property to Fund an Adequate Education in New Hampshire's Public Schools." *Josiah Center for Public Policy*.

## **Presentations and Keynote Addresses**

Over 1,500 presentations on education leadership and school redesign in New Hampshire and throughout the United States including:

- Tedx Talk (2013)
- American Association of Publishers, Philadelphia (2017)
- Association of School Administrators, Missouri (2017)
- Association of School Boards, Alaska (2016)
- Vermont Business Roundtable, keynote (2013)
- AdvancED International Summit, keynote (2013)
- Iowa Education Summit (2011)
- National Governors' Association, Miami, FL (2010)
- Association of Education Services Agencies (AESAs), Savannah, GA, keynote (2010)
- International Center for Leadership in Education Conference, New Orleans, LA (2010)
- Model Schools Conference, International Center for Leadership In Education, Orlando, FL (2009)
- NEA (National Education Association) National Republican Conference, Minneapolis, MN (2008)
- Music's Role in Education Redesign, National Assoc. of Music Merchants, Anaheim, CA (2007)
- Follow the Child Symposium, Plymouth State University, NH (2007)
- Quality in Education Conference, Maui, HI (2005)
- Conference of California County Superintendents, Monterey, CA (2004)

116 JH



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, NH 03301

December 19, 2023

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

**REQUESTED ACTION**

Authorize the Department of Education to amend an existing **sole source** contract with the National Center for Competency-Based Learning (VC#271411) Durham, NH to provide consulting services and development support of a draft revision to the New Hampshire Code of Administrative Rules Ed 306 Minimum Standards state regulations by increasing the price limitation by \$25,000 from \$50,000 to \$75,000, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on November 18, 2020 (Item #112), amended on June 30, 2021 (Item #164), June 29, 2022 (Item #160), and on June 14, 2023 (Item# 5J). 100% General Funds.

Funds are available in the following account in Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

06-56-56-567010-30460000-102-500731 EDUCATIONAL OPPORTUNITIES

Fiscal Year	Class/Account	Class Title	Current Budget	Increased Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	\$50,000	\$0	\$50,000
2024	102-500731	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Total			\$50,000	\$25,000	\$75,000

**EXPLANATION**

This request is **sole source** because the original item was also **sole source**. The National Center for Competency-Based Learning (NCCBL) has historical experience and a professional background with the New Hampshire Code of Administrative Rules, Ed 306 Minimum Standards (Ed 306) and is able to facilitate discussions and work in partnership with the New Hampshire Department of Education (NHED) with various professional associations and organizations throughout the state. The goal of this effort is to facilitate and conduct planning and task force meetings over the course of an additional year in order to update, revise and enhance the Ed 306.

His Excellency, Governor Christopher T. Sununu

And the Honorable Council

Page 2 of 2

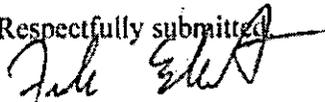
The final work product will be a revised version of Ed 306 to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

The NCCBL continues to provide direction and leadership in the revision of Ed 306. The original contract initially included provisions for public outreach. However, the scope of our public outreach and engagement with stakeholders has significantly exceeded our initial expectations, and these efforts are still ongoing. As a result, our vendor, NCCBL, has had to extend their outreach activities beyond what was originally agreed upon in the contract.

Recognizing the importance of transparency in this process, we are proposing this amendment to secure additional funds. This will allow us to continue to support the ongoing public engagement efforts effectively.

The contractor will continue to work closely with NHED to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and the National Center for Competency-Based Learning (VC#271411) Durham, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on November 18, 2020 (Item#112) amended on June 30, 2021 (Item#164), June 29, 2022 (Item# 160), and on June 14, 2023 (Item# 5J), hereby agree to modify same as follows:

1. Amend Section 1.8 of form P-37 by increasing the price limitation by \$25,000 from \$50,000 to \$75,000.
2. Amend Exhibit B Item "2. Public Comment and Final Revision, \$20,000" to read:  
"Public Comment and Final Revision, \$45,000."
3. Remove Exhibit C (Method of Payment) and replace with Exhibit 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 through June 30, 2024.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of - Commissioner's Office  
By: Frank Edelblut 12/28/2023  
Frank Edelblut, Commissioner of Education Date

National Center for Competency-Based Learning  
Contractor  
By: Fredrick Bramante 12/18/2023  
Fredrick Bramante, President Date

Approved as to form, substance and execution by the Attorney General this 17 day of January, 2024.

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

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

By: \_\_\_\_\_

**EXHIBIT C-1  
METHOD OF PAYMENT**

	Current Budget	Increased Amount	Revised Budget
Press Release, Initial Public Meeting, Task Force Creation	\$5,000	\$0	\$5,000
Revision of Minimum Standards (approved draft part 1)	\$2,500	\$0	\$2,500
(approved draft part 2)	\$2,500	\$0	\$2,500
(approved draft part 3)	\$2,500	\$0	\$2,500
(approved draft part 4)	\$2,500	\$0	\$2,500
(approved draft part 5)	\$2,500	\$0	\$2,500
(approved draft part 6)	\$2,500	\$0	\$2,500
(approved draft part 7)	\$2,500	\$0	\$2,500
(approved draft part 8)	\$2,500	\$0	\$2,500
(approved draft part 9)	\$2,500	\$0	\$2,500
(approved draft part 10)	\$2,500	\$0	\$2,500
Public Comment Period, Collection of Written Feedback, Public Outreach and State and Regional Meetings	\$10,000	\$25,000	\$35,000
Final Revised Draft, Meetings with State Board of Education, JLCAR, Final Draft for Adoption	\$10,000	\$0	\$10,000
Total	\$50,000	\$25,000	\$75,000

Limitations on Price: In no case shall the total budget exceed the price limitation of \$75,000.

Source of Funding: Funds are available in the following account in Fiscal Year 2024 with the authority to adjust budget line items within the price limitation through the Budget Office if needed and justified:

**06-56-56-567010-30460000-102-500731 EDUCATIONAL OPPORTUNITIES**

Fiscal Year	Class/Account	Class Title	Current Budget	Increased Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	\$50,000	\$0	\$50,000
2024	102-500731	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Total			\$50,000	\$25,000	\$75,000

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Dear@doe.nh.gov

**CERTIFICATE OF ATTESTATION**

Corporation

I, Robert T. McLaughlin, hereby certify that I am the duly appointed Secretary of  
(Name of Clerk of Corporation)

National Center for Competency-Based Learning I hereby certify that Fredrick Bramante  
(Corporation Name) (Signature of Person Signifying)

President is duly authorized to execute contracts on behalf of  
(Title of Contract Signatory)

National Center for Competency-Based Learning and may bind the company thereby.  
(Corporation Name)

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: 12/18/2023

ATTEST: Robert T. McLaughlin  
(Signature of Clerk of Corporation)

Board Chairperson  
(Title of Clerk of Corporation)

# State of New Hampshire

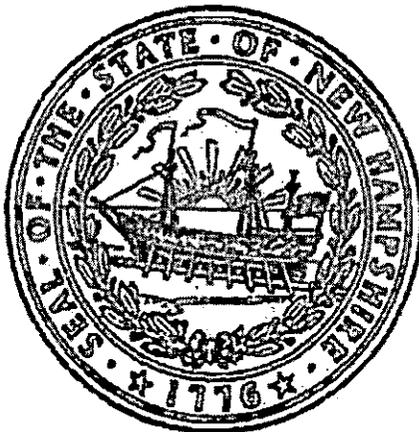
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2005. 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: 530667

Certificate Number: 0006210476



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2023

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).

<b>PRODUCER</b> Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03079		<b>CONTACT NAME</b> Cheryl Oja <b>PHONE (AC, No, Ext)</b> (603) 458-6820 <b>FAX (AC, No)</b> <b>EMAIL ADDRESS</b> cheryl.oja@relatoinnsurance.com																					
<b>INSURED</b> National Center for Competency-Based Learning 587 Bay Road Durham NH 03824		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B</td> <td>LM Insurance Corp</td> <td>33600</td> </tr> <tr> <td>INSURER C</td> <td>USLBIC - Mount Vernon Fire Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Philadelphia Indemnity Insurance Company	18058	INSURER B	LM Insurance Corp	33600	INSURER C	USLBIC - Mount Vernon Fire Insurance Company	26522	INSURER D			INSURER E			INSURER F		
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INSURER E																							
INSURER F																							

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24      **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	ADJL SUBH (USD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			01/31/2023	01/31/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPL'ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	AUTOMOBILE LIABILITY					MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					PRODUCTS - COM/PROP AGG \$ 2,000,000
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	09/21/2023	09/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability			07/14/2023	07/14/2024	D&O Liability Aggregate 2,000,000

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

<b>CERTIFICATE HOLDER</b> NH Department of Education 25 Hall Street Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## **Mission Statement**

To operationalize experiential learning as a key component of school redesign.

National Center for Competency Based Learning

	<u>January 1, 20</u>	<u>Janua</u>	<u>January 1, 2021 to</u>	<u>January 1, 2022 to</u>
	<u>#</u>	<u>Dece</u>	<u>December 31, 2021</u>	<u>December 31, 2022</u>
	<u>#</u>	<u>#</u>		
<b>Beginning Balance</b>			23,107.94	18,017.44
<b>Income:</b>				
Grants	#	#	49,150.00	37,262.00
<b>Total Income</b>	<u>#</u>	<u>#</u>	<u>49,150.00</u>	<u>37,262.00</u>
<b>Expenses:</b>				
Salaries	#	#	47,500.00	32,469.80
Payroll Taxes	#	#	3,687.21	3,251.46
Legal Fees				
State Filing Fees		#	100.00	50.00
Bank Fees		#	115.00	77.00
Payroll Fees	#	#	1,038.79	1,081.00
Travel Expenses	#	#		1,823.00
Office Supplies			29.70	712.00
Office Equipment				
Insurance	#	#	1,519.80	879.00
Technology	#	#		519.93
Conference ASCD		#		
Memberships	#		250.00	
Education				6,000.00
<b>Total Expenses</b>	<u>#</u>	<u>#</u>	<u>54,240.50</u>	<u>46,863.19</u>
<b>Operating Income/ -Loss</b>	#	#	-5,090.50	-9,601.19
<b>Ending Balance</b>	<u>#</u>	<u>#</u>	<u>18,017.44</u>	<u>8,416.25</u>

## **BOARD MEMBERS**

Robert MacLaughlin- NCCBL Board Chair- President of the National Collaborative for Digital Equity

Joel Olbricht- NCCBL Treasurer- Managing Member k2n Advisors and CPAs

Wildolfo Arvelo- Executive Director, Crossroads House

Nischal Chandra- Director of Software Engineering at Oracle Health

Rajesh Nair- Founder of EnCube Labs

Daniel Miner- Radiologist, Exeter Hospital

Jacquiline Guillette- Retired Superintendent of Schools

Nathan Harris- PhD candidate at UNH-Educational Leadership

Fred Bramante- President

**Fredrick Bramante**

### Education: Degrees and Honors

Southern New Hampshire University, Honorary Doctor of Education (2015)  
Encore Purpose Prize Fellow (2013)  
Plymouth State University, Plymouth, New Hampshire: Masters Degree (2006), Educational Leadership  
Keene State College, Keene, NH: BS Science: Minor in Physical Education (1970)  
Alumni Achievement Awards: Keene State College, 1995; Plymouth State University, 2009  
Central Catholic High School, Lawrence, Massachusetts (1964): Class Rank: 206 of 212  
Named one of New Hampshire's top innovators by New England Business Media (2019)  
Josiah Bartlett Better Government Award (1995 and 1998).

### Experience in Education Leadership

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

- Leading effort to implement a new Vision for High School (2019-present)
- Leading effort to revamp the NH K-12 regulations (2021-present)

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

- Steering Committee Member
- ED2-Education Driven Economic Development
- Pathways to 65X25 Sub-Committee, co-chair, (RE: Career credentialing for high schools)

Member, Extended Learning Opportunities Network (ELON) (2014-present)

Board Member, NH Business Educators (2012-2015)

Adjunct Professor, Plymouth State University (2012-2014)

Consultant on High School Redesign to various national, regional, and local groups including: National Governors Association; Association of Education Service Agencies (AESAs), Boards of Education -Iowa, Ohio, California, Alaska, Vermont, Missouri, West Virginia, New Hampshire.

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

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

Member on speaker roster, American Program Bureau (2013-15)

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

New Hampshire State Board of Education:

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

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

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

Governor's Limitless Learning (Special Education) Task Force (2003-2004)

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

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

- Created concept (1993)
- Master of ceremonies (multiple years from 1993-present)
- Board of Directors (1993-present)
- Recipient of the *Service to Education Award* (2008)

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

### Publications

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

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

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

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

Bramante, Fred (1998). "Community Driven Performance Compensation for Teachers." *Josiah Bartlett Center for Public Policy*.

Bramante, Fred, Allen, Gordon, & Wilmot, Lee (1995). "The Case for a Flat Tax on Property to Fund an Adequate Education in New Hampshire's Public Schools." *Josiah Center for Public Policy*.

### Presentations and Keynote Addresses

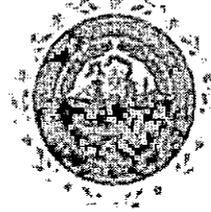
Over 1,500 presentations on education leadership and school redesign in New Hampshire and throughout the United States including:

- Tedx Talk (2013)
- American Association of Publishers, Philadelphia (2017)
- Association of School Administrators, Missouri (2017)
- Association of School Boards, Alaska (2016)
- Vermont Business Roundtable, keynote (2013)
- AdvancedED International Summit, keynote (2013)
- Iowa Education Summit (2011)
- National Governors' Association, Miami, FL (2010)
- Association of Education Services Agencies (AESAs), Savannah, GA, keynote (2010)
- International Center for Leadership in Education Conference, New Orleans, LA (2010)
- Model Schools Conference, International Center for Leadership in Education, Orlando, FL (2009)
- NEA (National Education Association) National Republican Conference, Minneapolis, MN (2008)
- Music's Role in Education Redesign, National Assoc. of Music Merchants, Anaheim, CA (2007)
- Follow the Child Symposium, Plymouth State University, NH (2007)
- Quality in Education Conference, Maui, HI (2005)
- Conference of California County Superintendents, Monterey, CA (2004)

4

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Frank Edelblut  
Commissioner

Christine M. Drennan  
Deputy Commissioner

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

5J

May 24, 2023

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

**REQUESTED ACTION**

For submission on the Consent Calendar. Authorize the Department of Education to amend an existing sole source contract with the National Center for Competency-Based Learning (VC#271411) Durham, NH to provide consulting services and development support of a draft revision to the New Hampshire Code of Administrative Rules Ed 306 Minimum Standards state regulations by extending the end date from June 30, 2023 to June 30, 2024, with no increase in price limitation, effective upon Governor and Council approval. The original contract was approved by Governor and Council on November 18, 2020 (Item #112), amended on June 30, 2021 (Item #164) and on June 29, 2022 (Item # 160). 100% General Funds.

**EXPLANATION**

This request is sole source because the original item was also sole source. The National Center for Competency-Based Learning (NCCBL) has historical experience and a professional background with the New Hampshire Code of Administrative Rules, Ed 306 Minimum Standards (Ed 306) and is able to facilitate discussions and work in partnership with the New Hampshire Department of Education (NHED) with various professional associations and organizations throughout the state. The goal of this effort is to facilitate and conduct planning and task force meetings over the course of an additional year in order to update, revise and enhance the Ed 306. The final work product will be a revised version of Ed 306 to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

The NCCBL continues to provide direction and leadership in the revision of Ed 306. The project has taken significantly longer than first anticipated, due in part to the need for extensive stakeholder engagement and the time-intensive process in developing and facilitating a task force to provide the requested revisions to state regulations that exceed seventy (70) pages in length. The stakeholder engagement process is expected to continue through summer 2023 and into the fall, necessitating a no-cost extension of the contract.

The contractor will continue to work closely with NHED to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,

Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and National Center for Competency-Based Learning (VC#271411) Durham, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on November 18, 2020 (Item #112), amended on June 30, 2021 (Item #164) and on June 29, 2022 (Item # 160), 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. 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 through June 30, 2024.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: Frank Edelblut 5/30/2023  
Frank Edelblut, Commissioner of Education Date

National Center for Competency Based Learning  
Contractor  
By: Fredrick Bramante 05/16/2023  
Fredrick Bramante, President Date

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

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

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

By: \_\_\_\_\_

Contract between New Hampshire Department of Education and The National Center for Competency-Based Learning  
Contractor's Initials: FB

# State of New Hampshire

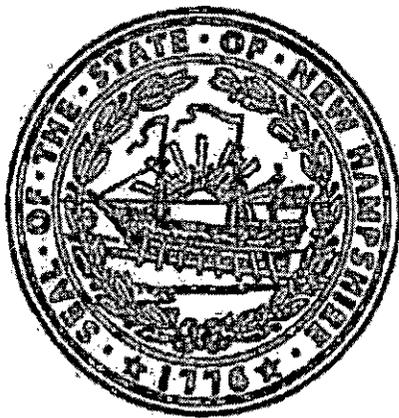
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2005. 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: 530667

Certificate Number: 0006210476



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF ATTESTION**

Corporation

I, Robert T. McLaughlin, hereby certify that I am the duly appointed Secretary of  
(Name of Clerk of Corporation)

National Center for Competency-Based Learning I hereby certify that Fredrick Bramante  
(Corporation Name) (Name of Contract Signatory)

President is duly authorized to execute contracts on behalf of  
(Title of Contract Signatory)

National Center for Competency-Based Learning and may bind the company thereby.  
(Corporation Name)

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: 05/16/2023

ATTEST: Robert T. McLaughlin  
(Signature of Clerk of Corporation)

Board Chairperson  
(Title of Clerk of Corporation)



# CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED/YTD  
04/19/2023

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).

<b>PRODUCER</b> Santa Insurance Inc. 224 Main Street, Suite 2A Salem NH 03079		<b>CONTACT</b> Name: Cheryl Oja Phone: (603) 458-0820 Email: cheryl.oja@santainurance.com	
<b>INSURED</b> National Center for Competency-Based Learning 587 Bay Road Durham NH 03824		<b>INSURER'S AFFILIATED COVERAGE</b>	
		INSURER A	Philadelphia Indemnity Insurance Company NAIC # 16058
		INSURER B	LM Insurance Corp 33600
		INSURER C	USLBC - Mount Vernon Fire Insurance Company 26522
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES      CERTIFICATE NUMBER: 22-23, 23-24      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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PERIL AGGREGATE LAST APPL. IS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		[REDACTED]	01/31/2023	01/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-Owned Auto \$ 1,000,000
<b>AFFRANCHISE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HOLED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					LIMITED LIABILITY \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> BUSINESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Indicate by N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	09/21/2022	09/21/2023	PER STATUTE / CIVIL PEN E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			07/14/2022	07/14/2023	

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

<b>CERTIFICATE HOLDER</b> NH Department of Education 26 Hill Street Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MLC

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Frank Edelblut  
Commissioner

Christina M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL: (603) 271-3483  
FAX: (603) 271-1953

June 6, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education to amend an existing contract with the National Center for Competency-Based Learning (VC# 271411) Durham, NH to provide consulting services and development support of a draft revision to the New Hampshire Code of Administrative Rules Ed 306 Minimum Standards state regulations by extending the end date from June 30, 2022 to June 30, 2023, with no increase in price limitation, effective upon Governor and Council approval through June 30, 2023. The original contract was approved by Governor and Council on November 18, 2020 (Item #112) and amended on June 30, 2021 (Item # 164), 100% General Funds.

**EXPLANATION**

The National Center for Competency-Based Learning (NCCBL) has historical experience and a professional background with the New Hampshire Code of Administrative Rules, Ed 306 Minimum Standards (Ed 306) and is able to facilitate discussions and work in partnership with the New Hampshire Department of Education (NHED) with various professional associations and organizations throughout the state. The goal of this effort is to facilitate and conduct planning and task force meetings over the course of an additional year in order to update, revise and enhance the Ed 306. The final work product will be a revised version of Ed 306 to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

The NCCBL continues to provide direction and leadership in the revision of Ed 306. The project has taken significantly longer than first anticipated, due in part to the need for extensive stakeholder engagement and the time-intensive process in developing and facilitating a task force to provide the requested revisions to state regulations that exceed seventy (70) pages in length. The stakeholder engagement process is expected to continue through summer 2022 and into the fall, necessitating a no-cost extension of the contract.

The contractor will continue to work closely with NHED to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,

Frank Edelblut  
Commissioner of Education

FE:cd:sm

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and National Center for Competency-Based Learning, Durham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor on November 18, 2020 (Item #112) and amended on June 30, 2021 (Item # 164), hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2023.
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 through June 30, 2023.

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 6/9/2022  
Frank Edelblut, Commissioner of Education Date

(Contractor)

By: Fredrick J. Bramante, Jr. 06/07/22  
Fred Bramante, President Date

Approved as to form, substance and execution by the Attorney General this 14 day of June, 2022.

Christopher Bond  
Christopher Bond, Division of Attorney General Office

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

By: \_\_\_\_\_

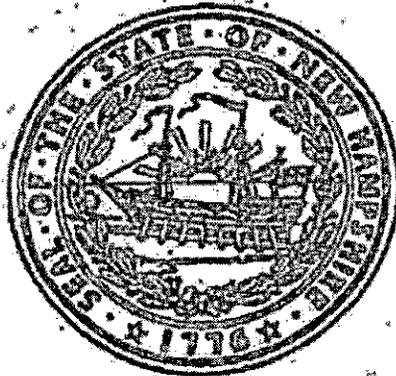
State of New Hampshire  
Department of State

CERTIFICATE

I, David M. Scanlon, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2005. 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: 530667

Certificate Number: D005787302



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlon".

David M. Scanlon  
Secretary of State

Corporate Resolution

I, Robert McLaughlin, hereby certify that I am duly elected Chairman of the National Center for Competency-Based Learning. I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on September 29, 2020 at which a quorum of the Directors were present and voting.

VOTED: That Frederick Bramante is duly authorized to enter a Contract of behalf of the National Center for Competency-Based Learning with the New Hampshire Department of Education and further is Authorized to execute any documents which in his 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 June 7, 2022. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed has the position of president and that he has full authority to bind the corporation to the specific contract indicated.

Dated: June 7, 2022

Attest: Robert McLaughlin

Chair, Board of Directors





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2022

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).

<b>PRODUCER</b> Santo Insurance Inc 224 Main Street, Suite 2A Seabrook NH 03079	<b>CONTACT NAME:</b> Cheryl Oja <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C No.):</b> <b>EMAIL ADDRESS:</b> cheryl.oja@relationsurance.com
<b>INSURED</b> National Center for Competency-Based Learning 507 Bay Road Durham NH 03824	<b>INSURANCE(S) AFFORDED COVERAGE</b> INSURER A: Philadelphia Indemnity Insurance Company NAIC # 10059 INSURER B: LM Insurance Corp 33600 INSURER C: USL&G - Mount Vernon Fire Insurance Company 25522 INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22, 22-23 Master      **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.

CLASS	TYPE OF INSURANCE	AGREEMENT (INS) / WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC OTHER:		[REDACTED]	01/31/2022	01/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (24 months) \$ 50,000 MED EXP (any one person) \$ 10,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Rented & Non-Owned Auto \$ 1,000,000 DAMAGE TO BORNE EQUIPMENT (24 months) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS LEASED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	09/21/2021	09/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers		[REDACTED]	07/14/2021	07/14/2023	Each Occurrence 2,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES) (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> NH Department of Education 101 Pleasant Street Concord NH 03301	<b>CANCELLATION</b> 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 <i>James Santo</i>
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Frank Edelblut  
Commissioner

JUN 18 '21 AM 8:44  
Charles Brannan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3485  
FAX (603) 271-1953

June 11, 2021

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

**REQUESTED ACTION**

Authorize the Department of Education to amend an existing contract with National Center for Competency-Based Learning, Durham, NH, by extending the end date from June 30, 2021 to June 30, 2022, with no increase to the contract price, to provide consulting services and development support of a draft revision to the ED 306 Minimum Standards state regulations, effective upon Governor approval. The original contract was approved by Governor and Council on November 18, 2020 (Item 112). 100% General Funds.

**EXPLANATION**

The National Center for Competency-Based Learning has historical experience and a professional background with the ED 306 Minimum Standards Administrative Rules and is able to facilitate discussions and work, in partnership with the Department of Education, with various professional associations and organizations throughout the state. The goals of this effort will be to facilitate and conduct planning and task force meetings over the course of the year in order to update, revise, and enhance the ED 306 Minimum Standards Administrative Rules. The final work product that will result from this contract will be a revised version of the Administrative Rules to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

The contractor will work closely with Department staff to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,

Frank Edelblut  
Commissioner of Education

AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education (DOE), hereinafter "the Agency," and National Center for Computer-Based Learning, Durham, NH, hereinafter "the Contractor," and pursuant to an agreement between the parties that was approved by Governor and Council on November 18, 2020 (Item 117) hereby agree to modify same as follows:

1. Replace the completion date in box 1.7 of form P-37 to read June 30, 2022.

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

3. This amendment shall commence upon Governor approval and shall terminate on (June 30, 2022).

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 Information Systems

By: [Signature]  
Date: 6-21-21

By: [Signature]  
Date: 6/21/21

STATE OF

County of

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned

officer, personally appeared \_\_\_\_\_, known to me (or satisfactory proof) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

NA COVID19

Notary Public/Judice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attorney General's Office

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

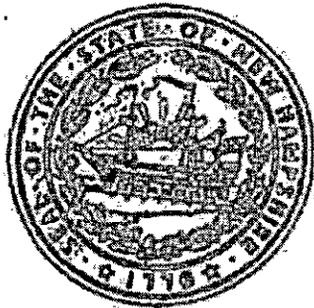
By: \_\_\_\_\_

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 NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to conduct business in New Hampshire on January 26, 2005. 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: 530667  
Certificate Number: 0005073384



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of May A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Corporate Resolution**

**National Center for Competency-based Learning**

I, Zenagui Brahim, hereby certify that I am duly elected Chairman of National Center for Competency-based Learning (NCCBL). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 29, 2020 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Frederick Bramante is duly authorized to enter a Contract on behalf of the National Center for Competency-based Learning (NCCBL) with the New Hampshire Department of Education and further is Authorized to execute any documents which may in his 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 September 29, 2020. 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 occupies the position of president and that he has full authority to bind the corporation to the specific contract indicated.

Dated: May 25, 2021

Attest: Zenagui Brahim  
Chairman of NCCBL, Board of Directors





NATION'S

OP ID: 11

# CERTIFICATE OF LIABILITY INSURANCE

DATE MAILED/TIME  
05/24/2021

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. 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).

<b>PRODUCER</b> Santo Ins & Financial Serv LLC Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-8439	<b>CONTACT</b> James A Santo PHONE: 603-890-8439 FAX: 603-890-6521 EMAIL: <a href="mailto:james@santoinsurance.com">james@santoinsurance.com</a>
<b>INSURED</b> National Center for Competency Based Learning 887 Bay Road Durham, NH 03824		<b>INSURERS</b> INSURER A: LM Insurance Corporation 42404 INSURER B: Mount Vernon Fire Insurance Co 26522 INSURER C: INSURER D: INSURER E:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<b>B</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&O GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ACC. YEAR <input type="checkbox"/> LOC OTHER:			03/25/2021	03/25/2022	EACH OCCURRENCE 2,000,000 DAMAGE TO RENTED PROPERTY (PER OCCURRENCE) MED EXP (PER EMP INVTY) PERSONAL AND FAMILY INJURY GENERAL AGGREGATE 2,000,000 PRODUCTS - COMPROP AGG
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> AUTO <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY				COMBINED SINGLE LIMIT (IF APPLICABLE) BODILY INJURY (PER ACCIDENT) BODILY INJURY (PER OCCURRENCE) PROPERTY DAMAGE (PER OCCURRENCE)
<b>A</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS COMPARTING THE EXECUTIVE OFFICER BENEFITS EXCLUDED? (Mandatory in NH) <input type="checkbox"/> YES <input type="checkbox"/> NO IS ANY BUSINESS UNDER DISCONTINUATION OF OPERATIONS WITH?	Y/N		09/21/2020	09/21/2021	<input checked="" type="checkbox"/> PER SALARIED <input type="checkbox"/> OTHER \$1. EACH ACCIDENT 100,000 \$1. DISEASE - EA EMPLOYEE 100,000 \$1. DISEASE - POLICY LIMIT 500,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Frank Edrington  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
191 Pleasant Street  
Concord, N.H. 03301  
TEL: (603) 271-3493  
FAX: (603) 271-1953

September 25, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Educational Opportunities to enter into a sole source contract with the National Center for Competency-Based Learning, Durham, New Hampshire (Vendor Code 27141), in an amount not to exceed \$50,000.00, to facilitate a revision of the ED 306 Minimum Standards Administrative Rules effective upon Governor and Council approval through June 30, 2021. 100% General Funds

Funding for this contract is available in the account titled Educational Opportunities as follows:

	<u>EY 21</u>
06-56-56-567010-30460000-102-500731 Contracts for Program Services	\$50,000.00

EXPLANATION

This contract is sole source because the National Center for Competency-Based Learning has historical experience and a professional background with the ED 306 Minimum Standards Administrative Rules and is able to facilitate discussions and work, in partnership with the Department of Education, with various professional associations and organizations throughout the state. The goals of this effort will be to facilitate and conduct planning and task force meetings over the course of the year in order to update, revise, and enhance the ED 306 Minimum Standards Administrative Rules. The final work product that will result from this contract will be a revised version of the Administrative Rules to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules (JLCAR).

His Excellency, Governor Christopher I. Sununu  
and the Honorable Executive Council  
September 25, 2020  
Page 2 of 2

The contractor will work closely with Department staff to conduct meetings, produce revisions and drafts of the work product, schedule and hold a variety of public meetings, and facilitate public input throughout the process.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:ng:emr

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

**ACKNOWLEDGMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Financial Street, Concord, NH 03301	
1.3 Contractor Name National Center for Competency-Based Learning		1.4 Contractor Address 587 Bay Road Durham, NH 03824	
1.5 Contractor Phone Number 603-231-3708	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Richard Green, Administrator		1.10 State Agency Telephone Number 271-5552	
1.11 Contractor Signature <i>[Signature]</i> Date: 10/2/20		1.12 Name and Title of Contractor Signatory Frederick J. Gramante, Jr. President	
1.13 State Agency Signature <i>[Signature]</i> Date: 10-6-20		1.14 Name and Title of State Agency Signatory Frank Edrington, Commissioner of Education	
1.15 Approved by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: _____			
1.16 Approved by the Attorney General (Form, Substantive and Execution) (if applicable) By: _____ Date: 10/7/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *[Signature]*  
Date 10/2/20

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines of the State or the United States issued 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 of 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 organization with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder, and/or

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or required 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, analysis, graphic reproductions, 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 entitlements provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer or 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 subcontract and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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



Contractor Review  
Date: 10/12/20

Page 1 of 7

Contract between National Center for Competency-Based Learning and the New Hampshire Department of Education

Additional Exhibit D-G

SPECIAL PROVISIONS

EXHIBIT A

EXHIBIT B

SCOPE OF SERVICES

The National Center for Competency-Based Learning will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2021:

1. Task Force and Initial Draft Proposal, \$50,000 Budgeted

The National Center for Competency-Based Learning will work collaboratively with Department staff to convene and facilitate the work of a Task Force that includes representation from all stakeholders. The purpose of the Task Force will be to craft a revised set of Ed 306 Minimum Standards rules that satisfy statutory requirements for an adequate education as well as provide updated language that more accurately represents 21<sup>st</sup> century learning and personalized education within New Hampshire's competency-based education structure. At the end of this phase, a working draft of the revised standards will be presented to the public, the State Board of Education, and the legislature for public comment and eventual adoption.

1.1 Task Force Creation - 4 Weeks

The National Center for Competency-Based Learning will plan and schedule a communication to go out to the field outlining the work that will be done, the mission and vision of the updates to the minimum standards, and the call for individuals interested in the work to be a part of the Task Force. The National Center for Competency-Based Learning will work with the Bureau of Educational Opportunities to identify individual stakeholders that have a vested interest in the Minimum Standards and who are interested in working on the Task Force to revise the standards. Once interested individuals have been identified, the National Center for Competency-Based Learning will schedule an initial meeting that will outline the purpose, scope, and vision of the Minimum Standards revisions, the responsibilities and time commitment of the Task Force, and any relevant information necessary to the creation of the Task Force.

- ✓ Identification of Task Force Members
- ✓ Initial Meeting with Task Force to outline Purpose, Scope and Vision

1.2 Revision of Minimum Standards - 20 - 40 weeks - Budget broken out by deliverables in the form of submitted draft revised standards

The National Center for Competency-Based Learning will schedule periodic meetings with the Task Force to begin the process of editing and revising the Minimum Standards. This will be done in sections, with additional individuals invited to each meeting dependent upon the topic or subject area of the Standards being revised (e.g. Bureau of Food and Nutrition when nutrition standards are discussed). A recommended grouping of the minimum standards is provided below, subject to revision by the National Center for Competency-Based Learning and the Task Force.

- ✓ Bi-weekly meetings of the task force as required by the work (20 - 40 depending upon the work)
- ✓ Weekly meetings with work groups under the direction of the task force, including members with vested interest in the section of the standards being revised (e.g. health, nursing, nutrition, etc.)
- ✓ Revised Minimum Standards Document for public presentation

First Section | 1 - 3 meetings - submit Draft of revised standards

- 306.01 Applicability
- 306.02 Definitions
- RSA 193-C-9, RSA 189:39, 7 CFR Part 210.10, 7 CFR Part 210.11
- 306.03 History and Policy Requirements
- 306.04 Policy Development
- RSA 193-F, RSA 193-L, WIC 425UC 1751, Section 204, RSA 200:48, RSA 193-C-3, RSA 126-J, RSA 193:13, 20 U.S.C. 1222g, RSA 91-A, RSA 189:29-c, Part 2 Article 83 of the NH Constitution, RSA 188:13
- 306.05 School Philosophy, Goals and Requirements
- 306.06 Culture and Climate

Second Section | 1 - 3 meetings submit Draft of revised standards

- 306.07 School Facilities
- RSA 189:24, RSA 155-A, RSA 200:48, RSA 198:15-g, 501-C-6000, RSA 153:11
- 306.08 Instructional Resources
- 306.09 Custodial and Maintenance Services
- 306.10 Administrative Support Services

Third Section | 1 - 3 meetings submit Draft of revised standards

- 306.11 Food and Nutrition Services
- RSA 189:11-g, HL, PL 109-265, 7 CFR Part 210.10,
- 306.12 School Health Services
- FSPFA, Section 504, RSA 141-C, RSA 169-C, RSA 200:28-41, RSA 326-B
- 306.13 Reserve
- 306.25 Comprehensive School Psychological Services
- RSA 189:49, IV

Fourth Section | 1 - 3 meetings submit Draft of revised standards

- 306.14 Basic Instructional Standards
- RSA 193-C-3
- 306.15 Revision of Staff and Staff Qualifications
- RSA 189:24
- 306.16 Professional Development

Conductor initials  
001/12/20

Fifth Section | 1 - 2 meetings Submit Draft of revised standards

- 306.17 Class Size
- 306.18 School Year  
RSA 189:1, RSA 189:24
- 306.19 School Calendar

Sixth Section | 1 - 3 meetings Submit Draft of revised standards

- 306.20 Career and Technical Education Programs
- 306.21 Alternative Programs  
RSA 193-C:3
- 306.22 Distance Education

Seventh Section | 1 - 3 meetings Submit Draft of revised standards

- 306.23 Statistical Reports: Accountability  
RSA 189:28, RSA 193-H:4, RSA 193-H:3
- 306.24 Assessment  
RSA 193-C

Eighth Section | 2 - 5 meetings Submit Draft of revised standards

- 306.26 Kindergarten - Grade 8 School Curriculum  
RSA 193-C:3, II
- 306.27 High School Curriculum, Credits, Graduation Requirements, and Cocurricular Program  
RSA 193-C:3, III, RSA 193:23, II, RSA 194:2
- 306.28 Approval Process  
RSA 188-B, I, RSA 21-N:6, V, RSA 153:14, RSA 193-E:3, RSA 21-N:11, II
- 306.29 Alternative Approval  
RSA 21-N:11, III
- 306.30 Delay in Full Compliance  
RSA 194:23-b

Ninth Section | 10 - 15 meetings Submit Draft of revised standards

- 306.31 Arts Education Program  
RSA 193-C:3, III
- 306.32 Reserve
- 306.33 Business Education Program  
RSA 193-C:3, II
- 306.34 Career and Technical Education Program  
RSA 188-E, RSA 193-C:3, III
- 306.35 Career Education Program  
RSA 193-C:3, III
- 306.36 Reserve
- 306.37 English/Language Arts and Reading Program

- 306.38 Family and Consumer Science Education Program  
RSA 193-C:3, III
- 306.39 School Counseling Program
- 306.40 Health Education Program  
RSA 189:10
- 306.41 Physical Education Program
- 306.42 Information and Communication Technologies Program
- 306.43 Mathematics Program  
RSA 193-C:3, III
- 306.44 Computer Science Education Program  
RSA 193-C:3, III
- 306.45 Science Education Program  
RSA 193-C:3, III
- 306.46 Social Studies Program  
RSA 193-C:3, III; RSA 186:13; RSA 189:11
- 306.47 Technology/Engineering Education Program
- 306.48 World Languages Program

Section Revision Meetings | Scheduled as needed for final revisions and edits to previous sections.

## 2. Public Comment and Final Revision, \$20,000

The National Center for Competency-Based Learning will coordinate and develop a communication and outreach plan that will disseminate the revised Minimum Standards draft developed in 1: Task Force and Initial Draft Proposal. The communication plan will include multiple and diverse stakeholder groups and meetings and the collection and accumulation of public comment on the revised standards. The National Center for Competency-Based Learning will convene the Task Force to review public comment and make final recommendations to the revised Minimum Standards draft. The final work product will be a revised Minimum Standards draft, with attached public comment and feedback, to be presented to the State Board of Education and the Joint Legislative Committee on Administrative Rules for adoption.

### 2.1 Public Comment Period - 4 - 8 weeks

The National Center for Competency-Based Learning will develop a communication plan that includes outreach to multiple stakeholders and the general public. The communication plan will include wide dissemination of the revised Minimum Standards developed during the first phase of the project. The communication plan will also include multiple means for receiving and collecting public comment on the standards.

- ✓ Communication plan for widely disseminating the draft
- ✓ State and regional face-to-face and/or remote meetings to present the draft and elicit feedback
- ✓ Meetings with specific stakeholder groups to discuss the revised draft and elicit feedback

Contract between National Center for Competency-Based Learning and the New Hampshire Department of Education

## 2.2 Final Revised Draft - 2 - 4 weeks

The National Center for Competency-Based Learning will reconvene the Task Force to discuss the public comment that was received during 2.1 Public Comment Period. The National Center for Competency-Based Learning will facilitate discussions with the Task Force to determine how and to what extent the public comment will be incorporated into the final draft of the revised Minimum Standards. The National Center for Competency-Based Learning will present the final draft to the State Board of Education to begin the process of adoption and a representative will be available throughout the process to speak. Both at State Board meetings, legislative meetings (JLCAR), and any public hearings called by either administrative body.

- ✓ Final draft of revised Minimum Standards
- ✓ Presentation to State Board of Education
- ✓ Presence at meetings and public hearings called by State Board of Education and/or JLCAR

EXHIBIT C

METHOD OF PAYMENT

(through June 30, 2021)	
Press Release, Initial Public Meeting, Task Force Creation	\$5,000
Revision of Minimum Standards	\$2,500 (approved draft part 1)
	\$2,500 (approved draft part 2)
	\$2,500 (approved draft part 3)
	\$2,500 (approved draft part 4)
	\$2,500 (approved draft part 5)
	\$2,500 (approved draft part 6)
	\$2,500 (approved draft part 7)
	\$2,500 (approved draft part 8)
	\$2,500 (approved draft part 9)
	\$2,500 (approved draft Section Revised)
Public Comment Period, Collection of Written Feedback, Public Outreach and State and Regional Meetings	\$10,000
Final Revised Draft, Meetings with State Board of Education, JLCAR, Final Draft for Adoption	\$10,000
<b>Total</b>	<b>\$50,000</b>

**Limitations on Price:** In no case shall the total budget exceed the price limitation of \$50,000.00.

**Source of Funding:** Funds to support this request are available in the account titled Educational Opportunities as follows:

EY 21

06-56-56-567010-30460000-102-500731 Contracts for Program Services \$50,000.00

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

Nathaniel Greene  
 NH Department of Education  
 101 Pleasant Street  
 Concord, NH 03301

Contract between National Center for Competency-Based Learning and the New Hampshire Department of Education

Contractor Initials  
 Date 10/12/20

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 contractor 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 308 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

009 10/1/20

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4. above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials:   
Date: 7/21/20



RIGHTS TO INVENTIONS MADE UNDER A CONTRACT, COPY RIGHTS AND CONFIDENTIALITY

EXHIBIT C

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 the agreement or how it was provided.

The Contractor and representatives thereof, acknowledges 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 partner, 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 34 Title XV, Education, Chapters 184-200.

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 partner(s); Contractor and supplier information, including the identity of DOE Contractor and supplier(s); and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of the contract the Contractor agrees to provide by such means 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 not copy, alter, disseminate, distribute, or use except for 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 products, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor initials  
Date: 12/20/20

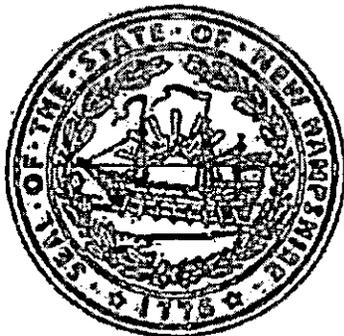
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL CENTER FOR COMPETENCY-BASED LEARNING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2005. 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: 530667

Certificate Number: 0005010008



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of September A.D. 2020.

Handwritten signature of William M. Gardner.

William M. Gardner  
Secretary of State

Corporate Resolution

I, Zenagui Brahim, hereby certify that I am duly elected Chairman of National Center for Competency-based Learning (NCCBL). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 29, 2020 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Frederick Bramante is duly authorized to enter a Contract on behalf of with National Center for Competency-based Learning (NCCBL) with the New Hampshire Department of Education and further is Authorized to execute any documents which may in his 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 September 29, 2020. 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 occupies the position of president and that he has full authority to bind the corporation to the specific contract indicated.

**DATED:** October 2, 2020

**ATTEST:** Zenagui Brahim  
Chairman of NCCBL





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 11  
DATE (mm/dd/yyyy)  
09/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AWARD, 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 Santo Ins & Financial Serv LLC 8 Elm 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439	CONTACT James A Santo PHONE: 603-890-6439 FAX: 603-890-8621 EMAIL: jms10@santoinurance.com
INSURED National Center for Competency Based Learning		INSURER A: Liberty Mutual Group Inc. INSURER B: National Casualty Company INSURER C: INSURER D: INSURER E:

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

FORM NO.	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> CGL CGL AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:			03/25/2020	03/25/2021	EACH OCCURRENCE DAMAGE TO RENTED PROPERTY: \$1,000,000 MED PAY (PER PERSON): \$10,000 PERSONAL BARY INJURY: \$10,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$10,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO HOTEL AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY					COMBINED SINGLE LIMIT (All coverages): \$1,000,000 BODILY INJURY (PER PERSON): \$100,000 BODILY INJURY (PER FAMIL): \$100,000 PROPERTY DAMAGE (PER ACCIDENT): \$100,000
	VEHICLE LIABILITY BASIC LIABILITY <input type="checkbox"/> OCCUR CLAIMS-MADE DED: \$500 RETENTION: \$100					EACH OCCURRENCE: \$100,000 AGGREGATE: \$100,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY REQUIREMENTS WITH RESPECT TO COVERAGE OR EXCLUSIONS OF COVERAGE MUST BE INDICATED (Mandatory in NH) If you check this box, ALL COVERAGE OPERATIONS APPLY	Y/N N		08/21/2020	08/21/2021	<input checked="" type="checkbox"/> PER ACCIDENT <input type="checkbox"/> PER YEAR ALL EMPLOYEES: \$100,000 ALL EMPLOYEES - PER EMPLOYEE: \$100,000 ALL EMPLOYEES - POLY 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 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 <i>James Santo</i>
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