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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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July 23, 2024

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
State House
Concord, NH 03301

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

REQUESTED ACTION

1. Pursuant to RSA 14:30-a, VI, and contingent upon the approval of Requested Action #2 authorize the Department of Education (NHED) to accept and expend $125,000 in private grant funds from Granite Edvance Corporation (Concord, NH) to partially fund licenses to the Xello career exploration platform through Xello Inc.(Xello) for New Hampshire students, effective upon Fiscal Committee and Governor and Council approval through June 30, 2025. 100% Private Funds.

   Funds are to be budgeted in Fiscal Year 2025 as follows:

   Granite Edvance Corporation
   Account: 06-56-56-562010-NEWXXXX

Class	Description	FY25 Current Adjusted Authorized	Requested Action	FY25 Revised Adjusted Authorized
005-400799	Private Funds	$0	$125,000	$125,000
Expenditure				
102-500731	Contracts for Program Services	$0	$125,000	$125,000

2. Authorize the Department of Education (NHED) to enter into an grant agreement with Granite Edvance Corporation (VC#381808), Concord, NH, in an amount not to exceed $375,000 to partially fund licenses to the Xello career exploration platform through Xello for New Hampshire students, effective upon Governor and Council approval through August 30, 2027. 100% private funds.

Funds are to be deposited in Fiscal Year 2025 in the following account:

Granite Edvance Corporation
Account: 06-56-56-562010-NEWXXXX

Class	Description	FY25	Total
005-400799	Private Funds	$125,000	$125,000

EXPLANATION

The NHED is seeking approval to accept and expend funds through an agreement with Granite Edvance Corporation for Statewide licenses to the Xello platform upon Governor and Council approval Funds will be used to provide Xello's exclusive online career exploration platform services with Student Information System (SIS) integration to New Hampshire students with additional resources for educators and parents. Appropriation for years two and three of the grant agreement will be included in the departments FY26/27 biennial budget submission.

Granite Edvance Corporation has agreed to partially fund licenses to supplement federal funds provided through NHED for the Xello platform. Granite Edvance Corporation is a non-profit that supports youth in navigating post-secondary opportunities through the provision of financial resources, career exploration tools, college application counseling, and other valuable features free of charge to New Hampshire students and families. Granite Edvance Corporation and NHED will work in coordination on this effort to provide eligible New Hampshire students and families with an additional tool to assist in the post-secondary college and career planning process.

The Xello platform is academically and scientifically backed and learner centric. Learner engagement with the Xello platform will offer insight into individualized career pathways through vocational assessments and guide learners to post-secondary options, local work-based learning opportunities, local resources, and focused lessons such as resume development.

Statewide access to Xello for students in secondary education will meet the requirements of the Career Readiness Drive to 65 Act in which learners in their freshman year of high school must participate in a vocational assessment that assesses career interests, documents, and provides a

pathway from secondary education to post-secondary opportunities through vehicles such as career readiness credentials, work-based learning, dual enrollment, etc.

The funding granted to NHED will be used to purchase licenses to Xello through contracted services with Xello Inc.

The following appropriation authorities are being requested:

Class	Class Description	Explanation
102-500731	Contracts for Program Services	Appropriation to cover License Fees for Xello Inc. career exploration platform.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Granite Edvance

Grant Award Agreement
For
New Hampshire Department of Education, Bureau of Career Development
For Procuring
Xello Platform for New Hampshire Students

This Grant Award Agreement ("Agreement"), by and between Granite Edvance Corporation ("Grantor"), a not-for-profit, voluntary corporation incorporated under the laws of the State of New Hampshire and the New Hampshire Department of Education, Bureau of Career Development ("The Grantee"), located in Concord, New Hampshire, referred to collectively as the "Parties" and each individually as the "Party."

1. **Purpose of the Grant**

The Grantor is providing grant funding to the Grantee to cost-share in developing a web-based career development and exploration platform (the "Xello Platform" or the "Project") for all eligible New Hampshire students eligible to be enrolled in high school from grades 9 through 12, including students who are attending public and non-public schools, , home-educated students , and Education Freedom Account students (collectively referred to herein as "Eligible Students").

Disbursements of Grant funding is contingent upon the Grantee executing a binding agreement with Xello Inc. to provide the Xello Platform to Eligible Students for up to a three-year period in an amount not to exceed Three Hundred and Seventy-Five Thousand Dollars ($375,000). Grant funding after the first year will be "subject to available funds."

Grantor reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of the grant funding. If the Grantee is unable to provide its One Hundred and Twenty-Five Thousand Dollars ($125,000.00) in the second and/or third year, Grantor will have the options to either:

1. Terminate its involvement with the Project at that time,
2. Make up the Grantor's shortfall at that time to maintain the program for another year,
3. Contract directly with Xello, or
4. Solicit funding from other Organizations.

The Grantee accepts responsibility for the proper use and administration of all funding provided under this Agreement and undertakes to use such funding only for the purpose of carrying out the Project.

2. **Grant Funding Period**

The grant funding period is from September 1, 2024 to August 30, 2027. Grants will be made to the Grantee on or before September 1 of each year of the Grant.

Any funds unused at the end of the term will be returned to the Grantor unless the term is extended by mutual agreement of the parties.

3. Amount of the Grant

As outlined in the provisions of sections 1.1 - 1.4, the Grantor will provide up to One Hundred and Twenty-Five Thousand Dollars ($125,000.00) each year for no more than three years towards the total costs of the Project contingent upon the Grantee matching the One Hundred and Twenty-Five Thousand Dollars ($125,000.00) per year.

The Grantor does not guarantee grant funding for subsequent periods after the term of this Agreement or in Financial Years following the Financial Year of signature of this Grant Agreement. The Grantor shall advise the Grantee no later than June 1st of each year if it intends to fund the annual Grant. For example, Grantor shall advise Grantee no later than June 1, 2025 if it intends to fund year 2 of the Grant and Grantor shall advise Grantee no later than June 1, 2026 if Grantor intends to fund year 3 of the grant.

4. Timing of Grant payments

This grant is payable annually by August 1 of each year of the Grant. The year 1 grant would be allocated and paid no later than 15 days after the New Hampshire Governor and Council approves the Agreement between Grantee and Xello Inc. The year 2 grant would be allocated and paid to Grantee by August 1, 2025. The year 3 grant would be allocated and paid to Grantee by August 1, 2026.

5. Confidentiality

Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third person without the original owner's prior written consent unless disclosure is expressly permitted by this Grant Agreement.

The Grantee may disclose the Grantor's Confidential Information to its Staff who are directly involved in the implementation of the Project and who need to know the information.

The grant agreement will require approval by the legislative fiscal committee, by the Governor and Executive Council, and will be of public record.

6. Information Sharing

Pursuant to this Agreement, Grantee agrees to disclose to Grantor or provide system access, either directly or indirectly, consumer or school information, for purposes of reviewing and analyzing Project adaptation to determine success and opportunities for improvement. Any information disclosed will be done in compliance with FERPA and state student privacy laws. Individual student data cannot be provided and only aggregate level data will be accessible.

7. **Monitoring and Evaluation**

The Grantor may monitor the progress of the Project funded by the grant funding and evaluate performance through its own representatives, at no cost to the Grantee.

8. **Publicity**

The Grantor and Grantee shall mutually allow the other Party to review and approve any proposed publicity that uses the name or identifiable logos of the other Party prior to publication, such approval being timely and not unreasonably withheld. Grantor and Grantee shall mutually agree that publicity including, but not limited to, print materials, brochures, digital articles, op-eds, press releases, or videos, etc. that does not identify the other Party, shall be subject to review and feedback, but shall not require approval of the other Party.

9. **Unforeseeable Circumstances**

If it becomes impossible or impractical to use the grant funding for the designated purpose, or if this Agreement is determined to conflict with any federal, state, or local law, regulation, or ordinance, the Grantee must return unused the grant funds to the Grantor.

10. **General Provisions:**

Governing Law: This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Hampshire.

Termination: This Agreement shall terminate when all obligations have been fully satisfied.

Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, or otherwise transferred in whole or part by either party.

Amendment: This Agreement may be amended by the mutual consent of the Grantor and the Grantee.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes any prior contemporaneous understandings, whether written or oral.

Heading: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

Counterparts: This Agreement may be executed in counterparts, all of which shall constitute a single Agreement.

This Agreement is effective on the date of the final signature indicated below:

Christiana Thornton, President & CEO
3 Barrell Court
Concord, NH 03301

7/23/24
Date

Commissioner Frank Edelblut
NH Department of Education
25 Hall Street
Concord, NH 03301

7/24/2024
Date