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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

January 27, 2015

Her Excellency Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement to **retroactively** amend a **sole source** Memorandum of Agreement (agreement) with Community College System of New Hampshire (CCSNH), Concord, NH (Vendor Code #177902), originally approved by Governor and Council on November 21, 2014 (Item #46) and amended on September 16, 2015 (Item #74), in an amount not to exceed \$153,000.00 to continue the implementation of the Mathematics and Science Partnership Project titled *Mathematics Learning Communities* for the period effective January 1, 2016 through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled Math and Science Partnerships, as follows:

	<u>FY 16</u>	<u>FY 17</u>
06-56-56-563010-75400000-102-500731 Contracts for Program Services	\$94,000.00	\$59,000.00

EXPLANATION

The Department is requesting that this agreement be approved **retroactive** to January 1, 2016. The presentation of this agreement was delayed due to an oversight during the reassignment of staff managing the Mathematics and Science Partnership projects. The current project expired December 31, 2015 and the Department of Education (the Department) wishes to continue the project without an interruption in services. This agreement is **sole source** because, although this is a three-year grant award, the Department inadvertently omitted the request for a two-year renewal option in the original agreement.

In January 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These

activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

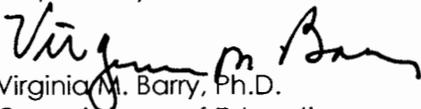
Core partners in this three-year grant must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The Department of Education is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

The Department would like to contract with Community College System of New Hampshire in order to continue the *Mathematics Learning Communities* project to increase the knowledge of community college opportunities and awareness of mathematics pre-requisites and graduation requirements; increase financial literacy of students; reduce the cost of postsecondary education; increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education; improve guidance and admissions staff knowledge and understanding of mathematics requirements and readiness for community college mathematics; increase preparedness of at risk students while in high school; and continue to advance the professional development opportunities for increasing teacher content knowledge of math.

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

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

Memorandum of Agreement

Between

New Hampshire Department of Education

And

Community College System of New Hampshire

This is a Memorandum of Agreement between the NH Department of Education (DOE) and the Community College System of NH (CCSNH) defining the general arrangements for the implementation of the Mathematics Learning Communities Project (2) via the Mathematics and Science Partnership Program. This Memorandum of Agreement shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 24, 2015.

Grant Period: January 1, 2016 through June 30, 2017

In accordance with the Mathematics and Science Partnership Program and the Mathematics Learning Communities Project, the Community College System of NH (CCSNH) will:

1. Increase knowledge of community college opportunities and awareness of mathematics pre-requisites and graduation requirements.
2. Increase financial literacy of students.
3. Reduce cost of postsecondary education.
4. Increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education.
5. Improve guidance and admissions staff knowledge and understanding of mathematics requirements and readiness for community college mathematics.
6. Increase mathematics preparedness of at risk students while in high school.
7. Continue to advance the professional development opportunities for increasing teacher content knowledge of the math faculty who are teaching both of the Two-Tier Strategy courses.

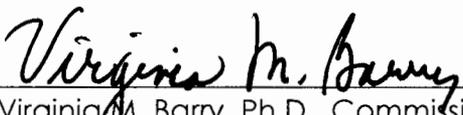
8. Submit monthly progress reports to the Grant Administrator describing activities during the period as well as federal monies. Monthly progress reports should detail activity during the reporting period and to date. Activity reported shall include, as appropriate, a calendar of workshops/training sessions held and scheduled for the future, number and demographics of attendees, e.g., school counselors, middle or high school students, parents, financial aid professionals, nature of training, one on one counseling by type of counseling and number of individuals served, current aspirations of students served, and when available, actual participants of students served in postsecondary education as indicated in the projected measurable outcomes. This data shall be retained in hardcopy and data shall be entered into a database for evaluative use at the mid-point and end of the project. A template will be forwarded for use by the project director, and the reports shall be sent to the MSP State Coordinator.
9. Submit monthly financial reports to the Grant Administrator, including a summary of federal monies expended during the reporting period and to date. Back up for all expenditures should be included with the report. Invoices must include copies of bills.
10. Utilize Microsoft Office for Windows or Macintosh equivalent, as needed for problem free transfer, copying and editing of files between the grantee, the department, and other project partners when creating or adapting project documents and communications. In addition, the grantee must be capable of producing electronic files in PDF and HTML format as needed and appropriate for posting to the project website. The grantee must possess hardware equipment that can support and store large data files and programs as may be necessary to carry out the project.
11. Obtain the written permission of the Grant Administrator, the State Coordinator of the Math and Science Partnership, prior to making any public announcements or news releases pertaining to the award of a contract.
12. Not hold the State responsible for any work performed by the grantee prior to the effective date of a contract approved by Governor and Council.
13. Understand that all obligations for the State, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of federal funds and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become

available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the grantee notice of such termination or amendment.

14. Work under the broad supervision of the Grant Administrator for this project, the State Coordinator for the Mathematics and Science Partnership, when delivering services under an approved contract.
15. Request from the Department any technical assistance needed, respond when technical assistance is offered, attend meetings of the grantees when convened and receive site visits when scheduled.
16. Meet all reporting deadlines since failure to do so can result in the termination of the grant to the grantee.
17. Ensure that all invoicing and program reports are submitted to and received to the Department for each month of the agreement.
18. Host an intensive summer session to allow teachers to increase their teacher content knowledge in mathematics by experiencing first-hand the curriculum of the Two-Tier Strategy courses.
19. Maintain ongoing communication with teachers through electronic communication, school visits and other activities.
20. Coordinate all activities, including PLT meetings, with the thirty-four-plus high school partners and the seven-plus community college partners.
21. Meet with Department staff as needed/requested.
22. Inform Grant Administrator of all scheduled project activities in advance, via email, in order to facilitate the Department's attendance at activities as often as required/necessary.
23. Attend the US ED Regional Mathematics and Science Partnership Conference each year as long as adequate funds are available.
24. Complete the US ED Annual Performance Reporting form online at annual intervals and at the completion of the project.
25. Provide copies of all project materials to the department.

BUDGET	<u>FY16</u>	<u>FY17</u>
Mathematics Learning Communities (CCSNH)	\$94,000	\$59,000
Salaries:	\$44,000	\$26,000
Benefits:	\$3,000	\$1,500
Travel:	\$14,500	\$10,000
Materials & Supplies:	\$1,000	\$1,000
Consultants and Contracts:	\$12,200	\$8,000
Teacher Stipends:	\$6,800	\$5,500
Other:	\$6,000	\$3,000
Indirect costs:	\$6,500	\$4,000

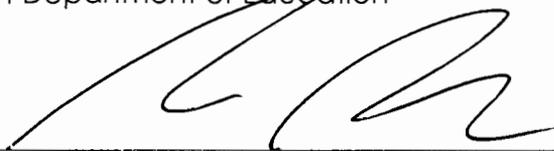
This Memorandum of Agreement and the Master Agreement constitute the entire agreement between the NH Department of Education and the Community College System of NH regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.



 Virginia M. Barry, Ph.D., Commissioner
 NH Department of Education

1/13/16

 Date



 Dr. Ross Gittell, Chancellor
 Community College System of New Hampshire

1/8/16

 Date

By an authorized official of: the New Hampshire Office of the Attorney General

Name: Em McLaughlin
 Title: Attorney
 Signature/Date: _____

By an authorized official of: the Governor & the Executive Council

Name: _____
 Title: _____
 Signature/Date: _____

MASTER AGREEMENT
For
COOPERATIVE PROJECTS
Between the STATE OF NEW HAMPSHIRE and the
COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people and

WHEREAS, the Community College System of New Hampshire, acting through its respective campuses, provides teaching, research and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire (hereinafter "State"), and the Community College System of New Hampshire, (hereinafter "CCSNH"), this 24th day of JUNE, 2015, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the CCSNH by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the CCSNH and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the CCSNH campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the CCSNH will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreements, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding sources and other project contributions to be provided by the State, by the CCSNH, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA number, the Federal award which provides the funding.
- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.

- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the CCSNH, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the CCSNH shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the CCSNH shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the CCSNH, or both, as "key personnel".

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the CCSNH; likewise, employees of the CCSNH, in the performance of their CCSNH duties and activities under a Project Agreement shall continue in the legal status of CCSNH employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required CCSNH and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

CCSNH shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles; OMB Circular A-21, "Cost Principles for Educational Institutions." CCSNH's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, CCSNH may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. CCSNH may not reallocate funds between cost categories for any reason that is inconsistent with the

original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the CCSNH for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred by major cost categories (Salaries & Wages, Employee Benefits, Travel Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The CCSNH shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and CCSNH contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the CCSNH agree to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

The State and the CCSNH will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the CCSNH notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the CCSNH, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g. OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the CCSNH and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriated.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the CCSNH under the terms of a Project Agreement shall remain with the CCSNH. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the CCSNH under a Project Agreement shall vest immediately with the CCSNH. The CCSNH shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom consistent with the pertinent campus policy, provided, however, that the CCSNH shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial

purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the CCSNH which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, consistent with the pertinent campus policy. The CCSNH campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty-free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the CCSNH which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the CCSNH to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the CCSNH.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of this data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The CCSNH will file with the Department of Administrative Services the following certifications and documents for each CCSNH campus, on forms acceptable to the New Hampshire Department of Justice. These certifications and documents will suffice for all purposes, such that no additional certifications or

documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the CCSNH campus entities as 501(c)(3) organizations.
- The Certificates of Existence of CCSNH campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The CCSNH's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the CCSNH.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal ability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- CCSNH's Annual Financial Report
- College and Universities Federal Rate Agreements for all CCSNH entities for purposes of declaring financial & administrative cost rates and fringe benefits rates.
- CCSNH Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity

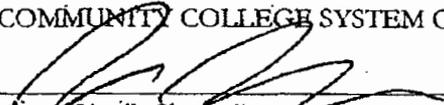
F. OTHER

- Names of CCSNH Board of Trustees

21. APPROVALS AND AMENDMENTS

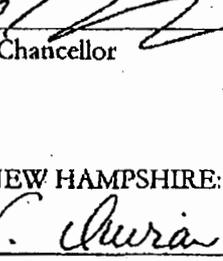
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the CCSNH, State of New Hampshire and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE:

By 
Dr. Ross Gittell, Chancellor

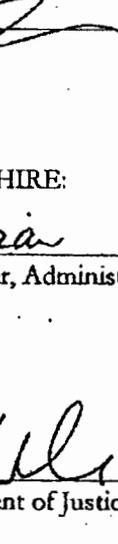
5/27/15
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Vicki V. Quiram, Commissioner, Administrative Services

6-9-15
Date

APPROVED:

By 
For New Hampshire Department of Justice

6/9/15
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

State of New Hampshire

Office of Secretary of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE was established, and made a body corporate and politic under the laws of 2011, Chapter 35.



In Testimony Whereof, I hereto set my hand at Concord, this 20th day of April, 2015

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

William M. Gardner
Secretary of State

Client#: 632687

COMMUCOL2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2015

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 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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: [Blank], PHONE: 855 874-0123, FAX: [Blank], E-MAIL ADDRESS: [Blank]. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company (NAIC # 22292), INSURER B: NH Employers Insurance Company (NAIC # 13083), INSURER C: [Blank], INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank].

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (limits up to \$3,000,000), A AUTOMOBILE LIABILITY (limits up to \$1,000,000), A UMBRELLA LIAB (limits up to \$15,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (limits up to \$500,000), A Leased/Rented Equipment (limit \$25,000).

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

Supplemental Names
Great Bay Community College
Lakes Region Community College
Manchester Community College
Nashua Community College
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH Department of Education, ATTN: Jennifer Rainie-Program Specialist, 101 Pleasant St., Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

August 18, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement, to **retroactively** amend a contract with Community College System of New Hampshire (CCSNH), Concord, NH (Vendor Code #177902), by extending the end date only from June 30, 2015 to a new end date of December 31, 2015, effective upon Governor and Council approval. This contract is to continue to improve mathematical and financial literacy of students and increase student and teacher content knowledge in mathematics through the Mathematics and Science Partnership. This is a time extension, no-cost amendment to the original contract approved by Governor and Council on November 12, 2014, (Item # 46) in the amount of \$119,000. All other terms and conditions remain unchanged. **100% Federal Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Math and Science Partnership:

	FY 2015	FY 2016
06-56-56-562010-32790000-102-500731 – Contracts for Program Services	\$ 55,280.17	\$ 63,719.83

EXPLANATION

This request is **retroactive** due to administrative delays around fiscal year end activities, modification to paperwork in the processing of the contract documents and is, therefore, past the end date of the original contract. The original time frame and funding for this project was based on 12 months however, due to significant delay in the start of the project, the contractor was not able to fully expend the funding thus, necessitating this request for a 'no cost extension' to be able to complete the original scope of this project. CCSNH was contracted to, among other things, improve mathematical and financial literacy of students, to increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education, and advance the professional development opportunities for increasing teacher content knowledge. The request for the no-cost time extension is due to the fact that not the entire vendor funding amount was expended within the time-frame of the original contract.

CCSNH, through its Mathematics Learning Communities (MLC), will increase the knowledge of community college opportunities and awareness of mathematics pre-requisites and graduation requirements; increase financial literacy of students by incorporating real world problems in Senior Math and Topics in Applied College

Her Excellency, Governor Margaret Wood Hassan
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Math (TAC.Math), including analysis of impact of eliminating remedial course taking; reduce the cost of postsecondary education by increasing the number of dual credit offerings of TAC.Math through Project Running Start and by providing tuition waivers for TAC.Math college credit; increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education; improve guidance and admissions staff knowledge and understanding of mathematics requirements and readiness for community college mathematics; and, increase mathematics preparedness of at risk students while in high school by convening high school and college faculty to examine the relevance and alignment of Common Core Standards for Mathematics and MLC curricula and meeting with high school principals, math departments, and guidance staff to promote MLC.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

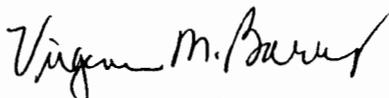
Core partners in these grants must include mathematics or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the mathematicians and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The New Hampshire State Department of Education (the Department) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by departments of mathematics, science, or engineering at New Hampshire institutions of higher education; high-need school districts; or nonprofit organizations that have formed partnerships that will provide program and resources to improve mathematics and science instruction.

CCSNH will meet all federal reporting requirements.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:jr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

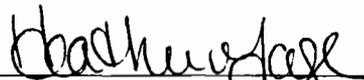
Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Community College System of New Hampshire (CCSNH), (Vendor Code #177902), hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on November 12, 2014 (Item #46) hereby agree to modify same as follows:

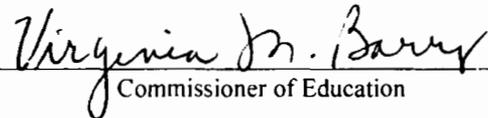
1. For no additional cost, extend the ending date from June 30, 2015 to December 31, 2015 to allow the Contractor to complete the work that the Mathematics and Science Partnership grant supports.
2. All other provisions of the contract shall remain in effect.
3. This modification shall be effective, retroactive to July 1, 2015, upon approval by Governor and Council.

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.

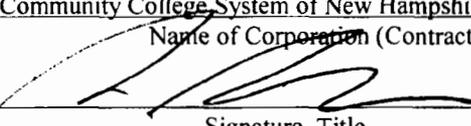
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
Division of Educational Improvement

By: 
Division Director/Administrator

By: 
Commissioner of Education

Community College System of New Hampshire (CCSNH)
Name of Corporation (Contractor)

By: 
Signature, Title

STATE OF New Hampshire

County of Merrimack

On this the 27 day of August 2015 before me, Beverly Adams the undersigned officer, personally appeared Ross Gittell who acknowledged himself/herself to be the Chancellor of CCSNH, a corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Ross Gittell.

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


Notary Public/Justice of the Peace

BEVERLY ADAMS, Notary Public
Commission Expires September 18, 2018

Approved as to form, substance and execution by the Attorney General this 27th day of August, 2015.

Division of Attorney General Office

By: 

Approved by the Governor and Council this _____ day of _____, 2015

By: _____

MASTER AGREEMENT
For
COOPERATIVE PROJECTS
Between the STATE OF NEW HAMPSHIRE and the
COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people and

WHEREAS, the Community College System of New Hampshire, acting through its respective campuses, provides teaching, research and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire (hereinafter "State"), and the Community College System of New Hampshire, (hereinafter "CCSNH"), this 24th day of June, 2015, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the CCSNH by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the CCSNH and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the CCSNH campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the CCSNH will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreements, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding sources and other project contributions to be provided by the State, by the CCSNH, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA number, the Federal award which provides the funding.
- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.

- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the CCSNH, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the CCSNH shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the CCSNH shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the CCSNH, or both, as "key personnel".

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the CCSNH; likewise, employees of the CCSNH, in the performance of their CCSNH duties and activities under a Project Agreement shall continue in the legal status of CCSNH employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required CCSNH and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

CCSNH shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles; OMB Circular A-21, "Cost Principles for Educational Institutions." CCSNH's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, CCSNH may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. CCSNH may not reallocate funds between cost categories for any reason that is inconsistent with the

original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the CCSNH for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred by major cost categories (Salaries & Wages, Employee Benefits, Travel Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The CCSNH shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and CCSNH contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the CCSNH agree to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

The State and the CCSNH will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the CCSNH notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the CCSNH, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g. OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the CCSNH and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriated.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the CCSNH under the terms of a Project Agreement shall remain with the CCSNH. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the CCSNH under a Project Agreement shall vest immediately with the CCSNH. The CCSNH shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom consistent with the pertinent campus policy, provided, however, that the CCSNH shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial

purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the CCSNH which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, consistent with the pertinent campus policy. The CCSNH campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty-free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the CCSNH which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the CCSNH to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the CCSNH.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of this data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The CCSNH will file with the Department of Administrative Services the following certifications and documents for each CCSNH campus, on forms acceptable to the New Hampshire Department of Justice. These certifications and documents will suffice for all purposes, such that no additional certifications or

documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the CCSNH campus entities as 501(c)(3) organizations.
- The Certificates of Existence of CCSNH campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The CCSNH's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the CCSNH.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal ability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- CCSNH's Annual Financial Report
- College and Universities Federal Rate Agreements for all CCSNH entities for purposes of declaring financial & administrative cost rates and fringe benefits rates.
- CCSNH Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity

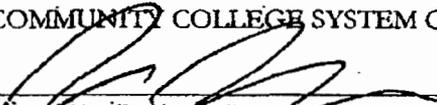
F. OTHER

- Names of CCSNH Board of Trustees

21. APPROVALS AND AMENDMENTS

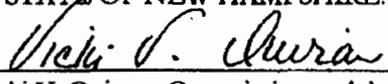
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the CCSNH, State of New Hampshire and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE:

By 
Dr. Ross Gittel, Chancellor

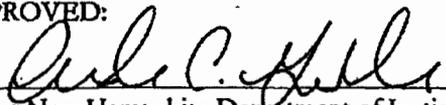
5/27/15
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Vicki V. Quiram, Commissioner, Administrative Services

6-9-15
Date

APPROVED:

By 
For New Hampshire Department of Justice

6/9/15
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

State of New Hampshire

Office of Secretary of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE was established, and made a body corporate and politic under the laws of 2011, Chapter 35.



In Testimony Whereof, I hereto set my hand at Concord, this 20th day of April, 2015

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

William M. Gardner
Secretary of State

Client#: 632687

COMMUCOL2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2015

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 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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A.C. No. Ext): 855 874-0123, FAX (A.C. No.):, E-MAIL, ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company, NAIC #: 22292; INSURER B: NH Employers Insurance Company, NAIC #: 13083; INSURER C:; INSURER D:; INSURER E:; INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM DD YYYY), POLICY EXP (MM DD YYYY), LIMITS. Rows include: A GENERAL LIABILITY (LIMITS: \$1,000,000, \$500,000, \$15,000, \$1,000,000, \$3,000,000, \$3,000,000); A AUTOMOBILE LIABILITY (LIMITS: \$1,000,000); A UMBRELLA LIAB (LIMITS: \$15,000,000); B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$500,000); A Leased/Rented Equipment (LIMIT: \$25,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Supplemental Names
Great Bay Community College
Lakes Region Community College
Manchester Community College
Nashua Community College
(See Attached Descriptions)

CERTIFICATE HOLDER: NH Department of Education, ATTN: Jennifer Rainie-Program Specialist, 101 Pleasant St., Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. David...



Justification for the Extension of the Mathematics Learning Communities
Fiscal Year 2014-15
Math Science Partnership Contract

The Mathematics Learning Communities application for MSP funding in FY 2014-15 was approved on July 7, 2014 for \$119,000. However, despite repeated efforts to advance the contract approval process on the part of MLC leaders, the contract was not submitted to Governor and Council until November of 2014. G&C ultimately approved the MSP contract on November 12, 2014.

During the interim period between July 1 and November 12, 2014, the MLC Project Director provided fundamental maintenance services to the project and especially to the thirty-two MLC – High School Partners (including day-to-day support, onsite placement testing assistance, limited presentations to prospective new HS Partners, and an in-person appeal to the MSP State Coordinator to submit the MLC contract to the G&C). However, no contracts were issued and no work was undertaken by the members of the Project Leadership Team to advance the work of the MLC Project because of the ongoing funding vacuum.

The Project Director worked during this period to avoid a break in services that would have damaged the faith in and integrity of the project with the High School Partners. During the four and half month funding hiatus, the Project Director provided his services not knowing if the contract would ever be approved, and if approved, would it include retroactivity back to July 1, 2014.

Once funding was assured in November, the process was immediately undertaken to reengage the Project Leadership Team. The Project Director initiated individual visits/meetings with each of the PLT members to determine their willingness to continue with the project, seek their insights in identifying the primary tasks to be undertaken during the balance of the year, and to recruit coordinators for an end-of-year professional development event.

Having completed the individual visits, the seven-person PLT met on December 11th to reinitiate their commitment to the goals of the MLC Project and to undertake a formal prioritization of initiatives to be engaged in for the second half of FY 2014-15.

The delay in any MLC leadership group activity until December of 2014 essentially voided the planning and implementation of enhanced MLC services for half the grant period. The loss of this project development and delivery time forms the basis for our request that the FY 2014-15 contract be extended to December 31, 2015.

The funds from this extension, coupled with the hoped for new funding for FY 2015-16 (at a reported fifty percent of the FY 2014-15 level) will provide the needed funding for a full-year of program planning and services delivery. This full year of funding will allow for – among other initiatives – a two-day Summer Institute to be held in June of 2016.

We believe the MLC Project to be one of the most successful MSP initiatives undertaken in New Hampshire. The findings of the just completed Course Enrollment report showed that in Academic Year 2014-15, student enrollments in the Two-Tier Strategy courses totaled 940 students. This represents a twenty-seven percent increase over the prior academic year – and 940 students who are significantly less likely to face the discouragement and cost of required math remediation when they enter their college and university experiences.

Your consideration of this request is greatly appreciated and the project leaders stand ready to answer any questions related to this appeal.

June 16, 2015

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Virginia M. Barry, Ph.D.
Commissioner of Education
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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October 2014

Retroactive

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Division of Educational Improvement to retroactively enter into a contract, with Community College System of New Hampshire (CCSNH), Concord, NH (Vendor Code #177902), in the amount of \$119,000.00 to increase the knowledge of community college opportunities and awareness of mathematics pre-requisites and graduation requirements, increase the financial literacy of students and their postsecondary aspirations, enrollment and persistence, improve the knowledge of the guidance and admissions staff in understanding mathematics requirements, and increase the mathematics preparedness of at-risk students through its Mathematics Learning Communities, effective upon Governor and Council approval for the period of July 1, 2014 through June 30, 2015. 100% Federal Funds.

Funding is available in account titled, Math and Science Partnership, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2015</u>
06-056-056-566510-3279-102-5500731	
Contracts for Program Services	\$119,000.00

EXPLANATION

This **retroactive** request reflects the fact that the scheduled posting of the Request for Proposals was delayed for two months due to significant modifications. Consequently,

the review and award processes were hindered due to fiscal year-end activities and other complications.

CCSNH, through its Mathematics Learning Communities (MLC), will increase the knowledge of community college opportunities and awareness of mathematics prerequisites and graduation requirements; increase financial literacy of students by incorporating real world problems in Senior Math and Topics in Applied College Math (TAC.Math), including analysis of impact of eliminating remedial course taking; reduce the cost of postsecondary education by increasing the number of dual credit offerings of TAC.Math through Project Running Start and by providing tuition waivers for TAC.Math college credit; increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education; improve guidance and admissions staff knowledge and understanding of mathematics requirements and readiness for community college mathematics; and, increase mathematics preparedness of at risk students while in high school by convening high school and college faculty to examine the relevance and alignment of Common Core Standards for Mathematics and MLC curricula and meeting with high school principals, math departments, and guidance staff to promote MLC.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The New Hampshire State Department of Education (the Department) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need

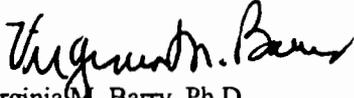
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

A Request for Proposals was developed and posted on the Department website on May 5, 2014 with a deadline of May 29, 2014. Eight proposals were received. They were reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Deputy Commissioner of Education, two Education Consultants from the Bureau of Integrated Programs and one Education Consultant from the Bureau of Accountability and Assessment. The Evaluation Team recommended this project as well as five (5) additional projects. Based on the amount of funding that each proposal requested as well as the amount of available MSP funds, the Department selected a total of six (6) projects for MSP funding. Two (2) of the eight (8) submitted proposals were not selected for funding at this time.

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

Respectfully submitted by,



Virginia M. Barry, Ph.D.
Commissioner of Education

2014-15 MATH AND SCIENCE PARTNERSHIP GRANT PROPOSAL SCORING RUBRIC

Project Lead Partners	Project Title	Partnership Commitment and Capacity (12)	Demo of Need and Research Base (8)	Alignment of Goals and Objectives (18)	Efficacy of Plan (32)	Evaluation and Accountability Plan (20)	Budget and Cost Effectiveness (9)	Priority Scoring Points (9)	Total (100)	Percentage
Rye Brook State University - Utah Coop Ed Milano SD - 2011 Project Learning Team v	Building Vertical Science Literacy 3 (BVS3)	7.50	8.50	12.00	20.75	10.75	6.25	3.75	69.50	64%
Kiowa State College - Utah Coop Ed Hepburn SD - NE-EdGIS v	Geospatial Program in Science and Math (GeoPSM)	9.25	7.25	12.50	25.25	13.75	7.75	5.00	80.75	74%
River Valley Community College Lafayette SD - Initial MathCO - NCEES	Initial MathCO Training Program 2	4.33	2.00	4.67	8.00	4.67	5.33	2.33	31.33	29%
Community College System of NH Piedmont SD v	Mathematics Learning Communities (MLC2)	7.33	3.67	9.67	14.33	7.67	6.67	1.00	50.34	46%
Southern NH University Concord SD - VT Math Institute v	NH Ongoing Assessment in Mathematics	10.25	8.50	14.00	24.75	19.00	7.75	7.00	81.25	84%
Stanford University Southern Regional SD - Ctr for Global Ed v	Qualitative Performance Assessment Network (QPA)	6.67	4.67	8.67	8.50	11.33	4.33	3.33	48.50	45%
Plymouth State Univ. - Lebanon College Dover SD - SABENS Group	STEM Literacy Community of Practice 2	5.50	5.50	7.50	12.00	11.50	4.50	1.50	48.00	44%
Plymouth State Univ. - NCourtesy Ed Services Cathlamet-Rainaldup Shuburne Coop SD v	Transforming STEM Instruction in North Country Classrooms	8.67	6.33	12.33	23.33	15.33	5.67	6.67	78.33	72%
v Projects Funded	Scored > 50%									
	All Rubric Calculations Include Deputy Commissioner Leathe's Scores									

Memorandum of Agreement

Between

New Hampshire Department of Education

And

Community College System of New Hampshire

This is a Memorandum of Agreement between NH Department of Education (DOE) and the Community College System of NH (CCSNH) defining the general arrangements for the implementation of the Mathematics Learning Communities Project (2) via the Mathematics and Science Partnership Program. The total cost for all services provided under this contract agreement shall not exceed \$119,000.00.

Grant Period: July 1, 2014 through June 30, 2015

In accordance with the Mathematics and Science Partnership Program and the Mathematics Learning Communities Project, the Community College System of NH (CCSNH) will:

1. Increase knowledge of community college opportunities and awareness of mathematics pre-requisites and graduation requirements.
2. Increase financial literacy of students.
3. Reduce cost of postsecondary education.
4. Increase postsecondary aspirations, enrollment, persistence and success of students at risk of remedial math placement or not attending postsecondary education.
5. Improve guidance and admissions staff knowledge and understanding of mathematics requirements and readiness for community college mathematics.
6. Increase mathematics preparedness of at risk students while in high school.
7. Continue to advance the professional development opportunities for increasing teacher content knowledge of the math faculty who are teaching both of the Two-Tier Strategy courses.
8. Submit monthly progress reports to the Grant Administrator describing activities during the period and to-date as well as federal monies. Monthly progress reports shall detail activity

during the reporting period and to-date. Activity reported shall include, as appropriate: a calendar of workshops/training sessions held and scheduled for the future, number and demographics of attendees, e.g., guidance counselors, middle or high school students, parents, financial aid professionals, nature of training, one-on-one counseling by type of counseling and number of individuals served, current aspirations of students served and, when available, actual participation of students served in postsecondary education as indicated in the projected measurable outcomes. This data shall be retained in hardcopy and data shall be entered into a database for evaluative use at the mid-point and end of the project. A template will be forwarded for use by the project director, and the reports shall be sent to the MSP State Coordinator.

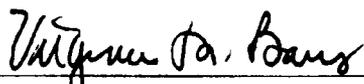
9. Submit monthly financial reports to the Grant Administrator, including a summary of federal monies expended during the reporting period and to-date. Back-up for all expenditures should be included with the report. Invoices must include copies of bills.
10. Utilize Microsoft Office 2003 for Windows or its Macintosh equivalent, as needed for problem-free transfer, copying, and editing of files between the grantee, the Department, and other project partners when creating or adapting project documents and communications. In addition, the grantee must be capable of producing electronic files in PDF and HTML format as needed and appropriate for posting to the project web site. The grantee must possess hardware equipment that can support and store large data files and programs as may be necessary to carry out the project.
11. Obtain the written permission of the Grant Administrator, the State Coordinator for the Mathematics and Science Partnership, prior to making any public announcements or news releases pertaining to the award of a contract.
12. Not hold the State responsible for any work performed by the grantee prior to the effective date of a contract approved by Governor and Council.
13. Understand that all obligations of the State, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of federal funds and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and

shall have the right to terminate or amend the contract immediately upon giving the grantee notice of such termination or amendment.

14. Work under the broad supervision of the Grant Administrator for this project, the State Coordinator for the Mathematics and Science Partnership, when delivering services under an approved contract.
15. Request from the Department any technical assistance needed, respond when technical assistance is offered, attend meetings of the grantees when convened and receive site visits when scheduled.
16. Meet all reporting deadlines since failure to do so can result in the termination of the grant to the grantee.
17. Ensure that all invoicing and program reports are submitted to and received by the Department for each month of the Agreement.
18. Host an intensive summer session to allow teachers to increase their teacher content knowledge in mathematics by experiencing first-hand the curriculum of the Two-Tier Strategy courses.
19. Maintain ongoing communication with teachers through electronic communication, school visits and other activities.
20. Coordinate all activities, including PLT meetings, with the thirty-two-plus high school partners and the seven-plus community college partners.
21. Meet with Department staff as needed/requested.
22. Inform Grant Administrator of all scheduled project activities in advance, via email, in order to facilitate the Department's attendance at activities as often as required/necessary.
23. Attend the US ED Regional Mathematics and Science Partnership Conference each year as long as the project is funded.
24. Complete the US ED Annual Performance Reporting form online at annual intervals and at the completion of the project.
25. Provide copies of all project materials to the Department.

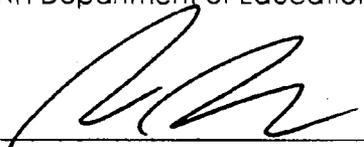
BUDGET

Mathematics Learning Communities (CCSNH)	\$119,000
Salaries:	\$15,500.00
Benefits:	\$2,900.00
Travel:	\$18,650.00
Materials & Supplies:	\$2,406.00
Consultants and Contracts:	\$43,040.00
Teacher Stipends:	\$13,800.00
Other:	\$15,000.00
Indirect costs:	\$7,704.00



Virginia Barry, Commissioner
NH Department of Education

10/29/14
Date



Dr. Ross Gittell, Chancellor
Community College System of New Hampshire

9-16-14
Date

By an authorized official of: the New Hampshire Office of the Attorney General

Name: Brian Burdumano
Title: AAG

Signature/Date:  10/29/14

By an authorized official of: the Governor & the Executive Council

Name: _____
Title: _____

Signature/Date: _____

State of New Hampshire

Office of Secretary of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE was established, and made a body corporate and politic under the laws of 2011, Chapter 35.



In Testimony Whereof, I hereto set my
hand at Concord, this 2nd day of
September, 2014

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

William M. Gardner
Secretary of State