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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 3, 2017

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

**REQUESTED ACTION**

Authorize the Department of Education, Bureau of Integrated Programs to enter into a **sole source** contract with Fort Scott Community College, Fort Scott Kansas (Vendor Code # 201414), in an amount not to exceed \$22,000, to provide services to improve the educational attainment of out-of-school migratory youth whose education is interrupted, effective upon Governor & Council approval through June 30, 2017. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017:

Migrant Education-Federal		<u>FY17</u>
06-56-56-563010-32680000-082-500599	Grants - Federal	\$14,000.00
06-56-56-563010-32660000-082-500599	Grants - Federal	\$8,000.00

**EXPLANATION**

The Department of Education is requesting a **sole source** contract with Fort Scott Community College. Fort Scott Community College is a non-profit organization and the Graduation and Outcomes for Success for Out-of-School Youth (GOSOSY) fiscal agent. They were chosen because of their close proximity to consortium leadership personnel and their 15 years of experience in administration and budgeting for federal grants in relationship to Migrant Education. The New Hampshire Department of Education receives an annual additional grant of funds of approximately \$120,000 a year for participating in a MEP Consortium. The MEP Consortium Incentive Grants are authorized by section 1308(d) of the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the No Child Left Behind Act of 2001 (NCLB). Through this program, the Department provides financial incentives to State Educational Agencies (SEAs) to participate in high quality consortia that improve the interstate or intrastate coordination of migrant education programs by addressing key needs of migratory children who have their education interrupted. The New Hampshire Migrant Education receives approximately \$120,000 for participating in this grant. The consortium called the Graduation and Outcomes for Success for Out-of-School Youth (GOSOSY) was awarded as one of the four grants. GOSOSY is a Consortium Incentive Grant funded by the Office of Migrant Education (OME) at

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
January 3, 2017

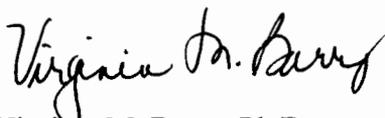
Page 2 of 2

the United States Department of Education (USDE) to build capacity in states with a growing secondary-aged migrant out-of-school youth population.

The goal of GOSOSY is to design, develop, and disseminate a system to identify and recruit, assess, and develop/deliver services to migrant out-of-school youth, provide professional development to support these activities, and institutionalize GOSOSY services into State plans to elevate the quantity and quality of services to this large, underserved population. The GOSOSY consortium will address a key national objective to provide services based on scientifically-based research to improve the educational attainment of out-of-school (OSY) migratory youth whose education is interrupted. With an organizing framework that focuses on systems to serve migrant youth and the migrant staff that support them, GOSOSY will use innovative technology across all aspects of the project design; a GOSOSY website with hyperlinks and audio files containing lessons and resources; and packaged materials, strategies, and services that result in State capacity building and portability across States, districts, and borders. GOSOSY's goals are: 1) Participating OSY will increase their content achievement and other outcomes as specified in their needs-driven Learning Plan; 2) Staff participating in professional development and learning will increase their skills and ability to deliver targeted instruction and services to OSY; and 3) State processes, procedures, and materials to better serve OSY will be developed, vetted, and adopted by consortium states. Kansas (Lead State), Alabama, Florida, Georgia, Illinois, Kentucky, Massachusetts, Mississippi, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, and Vermont.

Should 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

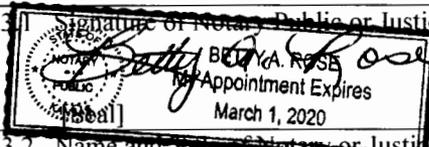
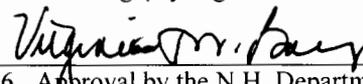
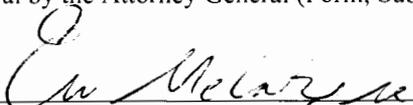
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Fort Scott Community College		1.4 Contractor Address 2108 S. Horton, Fort Scott, KS 66701	
1.5 Contractor Phone Number 620-223-2700	1.6 Account Number 06-56-56-563010-32680000-082-500599 & 06-56-56-563010-32660000-082-500599	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$22,000.00
1.9 Contracting Officer for State Agency Barbara Patch, Director of NH Migrant Education		1.10 State Agency Telephone Number 603-271-2273	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alysia Johnston, President, Fort Scott Community College	
1.13 Acknowledgement: State of <u>Kansas</u> , County of <u>Bourbon</u> On <u>12/16/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Betty Rose</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>VIRGINIA M. BARRY</u> <u>Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/30/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials aj  
Date 12/4/16

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A SCOPE OF SERVICES

The consortium activities will include:

- Project coordination,
- Consortium Incentive Grant (CIG) project evaluation
- State steering work group participation
- Technical support team work group participation
- Activities related to this participation
- Funding of arrangements for all required committee participation and activity unique to New Hampshire.

Eligible migrant out-of-school youth (OSY) are the most disenfranchised population eligible for migrant services. High school graduation and workforce readiness has been an elusive goal for OSY—one that Graduation and Outcomes for Success for Out-of-School Youth (GOSOSY) will address through the Office of Migrant Education's Absolute Priority 8: to provide services designed (based on a review of scientifically-based research) to improve the educational attainment of OSY whose education is disrupted. GOSOSY's goals and measurable objectives (attained by 9/30 of each year unless otherwise stated) are:

**Goal 1:** Participating OSY will increase their content achievement, raise the graduation rate, and achieve other outcomes as specified in their needs-driven graduation/career plan.

1.1 75% of OSY participating in project-directed instructional services for at least 4 weeks will demonstrate a 20% gain between pre- and post on GOSOSY content-based assessments in reading, math, and life skills.

1.2 75% of OSY participating less than 4 weeks will attain 50% of the needs-based learning/ achievement objectives identified on their electronic learning portfolio or OSY Learning Plan.

1.3 57 OSY (3 per state) will attend goal-setting workshops and score an average of 80% or above on the GOSOSY mastery test.

1.4 A rating of 4 or above (4=partial implementation and 5=fully implemented) for 95% of the project Goal 1 activities will be attained on the Fidelity of Implementation Index (FII).

Contractor Initials aj

Date 12/16/16

**Goal 2:** Staff participating in professional development and learning will increase their skills and ability to deliver targeted instruction to OSY.

2.1 75% of staff participating in GOSOSY professional learning activities will increase their capacity to deliver instruction and services to OSY by 10%.

2.2 75% of GOSOSY States will report that at least 5 mutually-beneficial collaborations on professional learning and mentoring are in place in their state with other CIGs, HEPs and CAMPs, WorldED International, and other agencies and entities.

2.3 75% of recruiters will participate in professional development and score proficient/above on an OSY recruiting skills competencies tool.

2.4 A rating of 4 or above (4=partial implementation and 5=fully implemented) for 95% of the project Goal 2 activities will be attained on the FII.

**Goal 3:** State processes, procedures, and materials to better serve OSY will be developed, vetted, and adopted by 19 consortium states.

3.1 5 GOSOSY key products designed specifically for OSY will be developed, vetted, shared with key stakeholders, and adopted by CIG states.

3.2 By 9/30/18, state capacity to serve OSY will be increased through the completion of 19 alignments between GED standards and CIG state standards.

3.3 By 9/30/18, build states' capacity to deliver instruction reflective of evidence-based practices for OSY through a GOSOSY roundtable.

3.4 A rating of 4 or above (4=partial implementation and 5=fully implemented) for 95% of the project Goal 3 activities will be attained on the FII.

The deliverables, products, and activities of GOSOSY are ambitious, but essential to meet the needs in our states to serve OSY, a vastly underserved population. They include: Align academic skills to life skills highlighting authentic situations; determine OSY-specific recruitment strategies; institute Workgroups of state Subject Matter Experts to develop/vet OSY-specific procedures/ materials; institute professional learning standards for staff on OSY needs, models for implementing services, and strategies to meet the needs of OSY; develop an OSY basic instructional skills toolkit; map GOSOSY curricula to state standards; establish a model for OSY goal-setting workshops to be facilitated by states; combine learning resources for OSY (e.g., Skype classes); develop data dashboards to track state-specific agricultural trends; sponsor

TDD Access: Relay NH 711

EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

Contractor Initials   *aj*  

Date   12/4/10

training tied to states' standards and skills for non-certified instructors; coordinate among all CIGs on OSY issues, needs, strategies, services, and programs; use advanced online instruction with OSY; establish a mentoring model for veteran service providers to partner with inexperienced providers to learn effective/promising practices; provide programs, materials, and technical training for OSY on becoming entrepreneurs, computer specialists, and more; establish/maintain partnerships with HEP/CAMPs and WorldED for OSY mentoring; develop Triage learning tools for OSY participating only for a few days or weeks; expand the OSY profile to capture health needs and plan health/nutrition services; develop an online profile with tablet-capable dropdown menus; disseminate evidence-based practices at a dissemination event; set up opportunities for OSY English development, GED attainment, and technical skills instruction; map OSY services for each GOSOSY state; develop an electronic portfolio for OSY.

GOSOSY's evaluation techniques will determine the effectiveness of project activities to reach the measurable objectives. Monthly discussions among the Lead State, project coordinator, and the evaluator will be guided by a detailed FII that yields ratings on the degree of task implementation as part of the Continuous Improvement Model. A State Steering Team (SST) will oversee project activities, allocate state resources to meet project goals and objectives, provide feedback on outcomes and deliverables, and disseminate project deliverables. A Technical Support Team appointed by the SST will help prepare GOSOSY materials and advise the SST as it works to implement state policies, practices, and structures to support OSY to graduate and attain other measures of success.

TDD Access: Relay NH 711

EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

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Date   12/6/16

# EXHIBIT B

## BUDGET

Estimated Budget (through June 30, 2017)

FY 17

Professional Services

\$22,000.00

Total

\$22,000.00

Limitation on Price:

Total contract price not to exceed \$22,000.00.

Funding for this contract is 100% Federal Funds from account titled Migrant Education as follows:

06-56-56-563010-32680000-082-500599 (CAN 726) Education Grants	\$14,000.00
06-56-56-563010-32660000-082-500599 (CAN 725) Education Grants	<u>8,000.00</u>
	\$22,000.00

Method of Payment: Payment to be made (bi-monthly) on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made. Invoices and summary of activities shall be submitted to:

Rachel Valladares  
NH Migrant Education Program  
NH Dept. of Education  
101 Pleasant Street  
Concord, NH 03301

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EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

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Date 12/16/16

# EXHIBIT C

None

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EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

Contractor Initials aj

Date 12/4/16



Fort Scott Community College  
2108 South Horton  
Fort Scott, KS 66701

December 5, 2016

NH Dept. of Education  
101 Pleasant Street  
Concord, NY 03301

This document is to certify that Alysia Johnston is the current President of Fort Scott Community College.

As stated in the FSCC Board of Trustees Administrative Policies Manual, on page 33, the President of the college has the authority to enter into contracts/agreements that she may deem necessary, desirable, or appropriate.

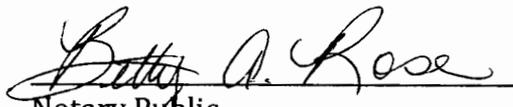
**"The power to enter into contracts on behalf of the college is vested in the Board. No contract or agreement shall be made which names the college as a Party, unless authority is otherwise delegated by the Board or the President."**

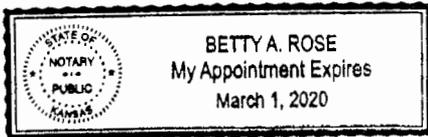
STATE OF KANSAS

County of Bourbon

The forgoing instrument was acknowledged before me this 6 day of Dec., 2016.

By   
Juley McDaniel, Board Clerk  
Fort Scott Community College

  
Notary Public



(NOTARY SEAL)

Commission Expires: 3/1/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2016

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).

<b>PRODUCER</b> <b>IMA, Inc. - Wichita Division</b> PO Box 2992 Wichita, KS 67201 316 267-9221	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 316 267-9221</b> <b>FAX (A/C, No): 316 266-6254</b> <b>E-MAIL ADDRESS:</b>  INSURER(S) AFFORDING COVERAGE <b>INSURER A : Catlin Indemnity Company</b> <span style="float:right">NAIC # 24503</span> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> <b>Fort Scott Community College</b> 2108 Horton St Fort Scott, KS 66701	

**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER _____  <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____  <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>CNDKSEPP19558003</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$ _____ COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ PER STATUTE OTH-ER E L EACH ACCIDENT \$ _____ E L DISEASE - EA EMPLOYEE \$ _____ E L DISEASE - POLICY LIMIT \$ _____

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

<b>CERTIFICATE HOLDER</b>  NH Department of Education Migrant Education Program 101 Pleasant St Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Deborah D. Brewik</i>
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