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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

December 16, 2019

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

REQUESTED ACTION

Authorize the Department of Education, to amend the **sole source** Cooperative Project Agreement with the Community College System of New Hampshire (CCSNH), Concord, NH (Vender Code 216952), in an amount not to exceed \$5,700,600 to provide opportunities for qualified New Hampshire high school students to gain access and support for dual and concurrent enrollment in STEM (science, technology, engineering and mathematics) and STEM related courses that are fundamental for success in postsecondary education and to meet New Hampshire's emerging workforce needs. This Amendment shall become effective upon Governor and Council approval through June 30, 2025. The original contract was approved by Governor and Council on November 25, 2019 item # 45A. 100% State Funds.

Funds to support this request are available in FY20, and FY21 and anticipated to be available in future operating budgets in the account entitled Dual and Concurrent Enrollment as follows, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

			<u>FY</u>
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2020
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2021
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2022
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2023
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2024
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2025

EXPLANATION

This request is **sole source** as CCSNH is the only entity approved per RSA 188-E:25 to provide Dual and Concurrent enrollment. "Concurrent enrollment" means courses taught at the high

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 16, 2019
Page 2 of 2

school by high school teachers approved by the CCSNH in which high school students earn both high school and college or university credit while students are still attending high school or a career technical education center. "Dual enrollment" means college courses taught by instructors from the CCSNH in which high school students earn college credit while students are still enrolled in high school or a career technical education center.

Pursuant to RSA 188-E:27, approved on October 11, 2019 an interested high school student in grades 10 through 12 may enroll in a course that is designated by the CCSNH as part of the dual and concurrent enrollment program. A student in the program shall be provided funding for enrollment in no more than 2 dual or concurrent enrollment courses taken in grade 10, no more than 2 dual or concurrent enrollment courses taken in grade 11, and no more than 2 dual or concurrent enrollment courses taken in grade 12. The state shall pay the current rate of concurrent enrollment tuition, which is established at \$150 per course, to the CCSNH institution where a high school or career and technical education student successfully completes the concurrent enrollment course. The state shall pay the current rate of dual enrollment tuition, which is established at 1/2 the regular cost of the course, to the CCSNH institution where a high school or career and technical education student successfully completes a dual enrollment course and the CCSNH shall accept such amount as full payment for course tuition.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

AMENDMENT #1 to
 COOPERATIVE PROJECT AGREEMENT
 between the
 STATE OF NEW HAMPSHIRE, Department of Education
 and the
 Community College System of New Hampshire

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 11/25/2019, item # 45A, for the Project titled "Dual and Concurrent Enrollment" is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

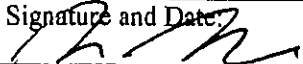
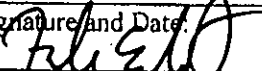
- Exhibit A is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment # 1 to the Cooperative Project Agreement.

By An Authorized Official of: CCSNH	By An Authorized Official of: NH Department of Education
Name: Ross Gittell, PhD	Name: Frank Edelblut
Title: Chancellor, CCSNH	Title: Commissioner of Education
Signature and Date:  12/19/19	Signature and Date:  12-20-19

Campus Authorizing Official RG
 Date 12/19/19

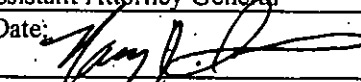
By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Nancy Smith	Name:
Title: Senior Assistant Attorney General	Title:
Signature and Date: 12/23/2019 	Signature and Date:

EXHIBIT A

A. Project Title: Dual and Concurrent Enrollment Program

B. Project Period: Effective upon Governor and Council approval through June 30, 2025

C. Objectives: Pursuant to RSA 188-E:27

I. An interested high school student in grades 10 through 12 may enroll in a course that is designated by the CCSNH as part of the dual and concurrent enrollment program.

II. A student in the program shall be provided funding for enrollment in no more than 2 dual or concurrent enrollment courses taken in grade 10, no more than 2 dual or concurrent enrollment courses taken in grade 11, and no more than 2 dual or concurrent enrollment courses taken in grade 12. A student may take more than 2 dual or concurrent enrollment courses per year at his or her own expense.

III. (a) The state shall pay the current rate of concurrent enrollment tuition, which is established at \$150 per course, to the CCSNH institution where a high school or career and technical education student successfully completes the concurrent enrollment course.

(b) The state shall pay the current rate of dual enrollment tuition, which is established at 1/2 the regular cost of the course, to the CCSNH institution where a high school or career and technical education student successfully completes a dual enrollment course and the CCSNH shall accept such amount as full payment for course tuition.

IV. Each high school should provide a designated individual to serve as the point of contact on matters related to the program, including but not limited to, student counseling, support services, course scheduling, managing course forms and student registration, program evaluation, course transferability, and assisting with online courses. Each high school shall annually notify all high school students and their parents of dual and concurrent enrollment opportunities.

Source. 2017, 156:110, eff. July 1, 2017; 210:2, eff. July 1, 2017. 2019, 322:8, eff. Oct. 11, 2019.

CCSNH will provide to the State the rationale and criteria for determining which courses are designated as STEM courses and, therefore, eligible for tuition payment under this program. CCSNH will also provide to the State the list of eligible courses.

The State and CCSNH, pursuant to RSA 188-E:28, shall develop and approve a model dual and concurrent enrollment agreement that shall be used by the CCSNH and the school board of a school district participating in the dual and concurrent enrollment agreement program.

D. Scope of Work: CCSNH will submit a Dual and Concurrent Enrollment Report after each semester according to the schedule below. Each report will include a line for the total number of students in each grade-level for each enrollment type for each course, for each school in each district affiliated with an individual CCSNH institution. Additionally, each line in the report will multiply the number of students

Campus Authorizing Official RG

Date 12/19/19

by \$150 for concurrent enrollment, or 1/2 the regular cost for dual enrollment, to calculate the total cost for each line. This rate will be updated between the Department and CCSNH, not to exceed any authorizations in law. Finally, the report will calculate the sum of each line for the total request for reimbursement. A template attached as Attachment A may be used for creating the reports.

E. Deliverables Schedule:

Within 30 days of the reimbursement request being deemed acceptable to both parties to this agreement, the Department shall release funds to CCSNH in the amount to which the parties agree.

The sample reporting schedule is:

Reports	Program Year	Due Date
2019-20 Semester 1 Enrollment Report	2019-20	January 15, 2020
2019-20 Semester 2 Enrollment Report		June 15, 2020
2020-21 Semester 1 Enrollment Report	2020-21	January 15, 2021
2020-21 Semester 2 Enrollment Report		June 15, 2021

F. Budget and Invoicing Instructions:

	FY20 (ending June 30, 2020)	FY21 (ending June 30, 2021)
Dual and Concurrent Enrollment Tuition	\$950,100	\$950,100

Dual and Concurrent Enrollment Tuition - pursuant to RSA 188-E:27 III. (a) The state shall pay the current rate of concurrent enrollment tuition, which is established at \$150 per course, to the CCSNH institution where a high school or career and technical education student successfully completes the concurrent enrollment course.

(b) The state shall pay the current rate of dual enrollment tuition, which is established at 1/2 the regular cost of the course, to the CCSNH institution where a high school or career and technical education student successfully completes a dual enrollment course and the CCSNH shall accept such amount as full payment for course tuition.

Limitation on Price: This contract will not exceed \$5,700,600

Funding Source: 100% State Funds. Funds to support this request are anticipated to be available in the account entitled Dual and Concurrent Enrollment as follows, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Campus Authorizing Official RCG
Date 12/19/19

				<u>FY</u>
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2020
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2021
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2022
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2023
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2024
06-56-56-566510-90070000-107-500749	Scholarships & Grants	\$950,100		2025

Method of Payment: Payment will be made upon submittal of an invoice that includes an Enrollment Report for the previous semester. See Attachment A for Template Sample

Submit invoice and report to:

Christine Brennan, Deputy Commissioner
 Department of Education
 101 Pleasant Street
 Concord, NH 03301

Attachment A

Dual and Concurrent Enrollment Report Template

Spring Semester 2019-20
 (January 2020-June 2020)

Enrollment Type	Course	School	District	CCSNH Institution	Student's Grade	# of Students	Designated Amount	Total \$ Requested
Concurrent	Statistics	Concord High	Concord	NHTI	11	1	\$150	\$150
Concurrent	Statistics	Concord High	Concord	NHTI	12	2	\$150	\$300
Dual (½ the regular cost of course)	Civil Engineering (3 Credits)	Concord High	Concord	NHTI	12	2	\$322.50	\$645
Dual (½ the regular cost of course)	Environmental Science (4 credits)	Concord High	Concord	NHTI	10 12	2 1	\$430	\$1,290
Total Requested								\$2,385

Dual Tuition Rate Chart

Cost Per Credit	# of Credits	Total	Half the Cost
\$215	2	\$430	\$215.00
\$215	3	\$645	\$322.50
\$215	4	\$860	\$430.00
\$215	5	\$1075	\$537.50

This template is provided as a sample

Campus Authorizing Official RC
 Date 12/19/19

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

October 11, 2019

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

REQUESTED ACTION

Authorize the Department of Education, to enter into a retroactive sole source Cooperative Project Agreement with the Community College System of New Hampshire (CCSNH), Concord, NH (Vender Code 216952), in an amount not to exceed \$5,700,600 to provide opportunities for qualified New Hampshire high school students to gain access and support for dual and concurrent enrollment in STEM (science, technology, engineering and mathematics) and STEM related courses that are fundamental for success in postsecondary education and to meet New Hampshire's emerging workforce needs. This Cooperative Project Agreement shall become effective upon Governor and Council approval for the period from July 1, 2019 through June 30, 2025. 100% State Funds.

Funds to support this request are available in FY20, and FY21 and anticipated to be available in future operating budgets in the account entitled Dual and Concurrent Enrollment as follows, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

			<u>FY</u>
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2020
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2021
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2022
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2023
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2024
06-56-56-565010-90070000-107-500749	Scholarships & Grants	\$950,100	2025

EXPLANATION

This request is retroactive as the Department had no available appropriation until the FY20/21 budget was approved, and is sole source as CCSNH is the only entity approved per RSA 188-E:25. "Concurrent enrollment" means courses taught at the high school by high school teachers approved by the CCSNH in which high school students earn both high school and college or

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

October 11, 2019

Page 2 of 2

university credit while students are still attending high school or a career technical education center. "Dual enrollment" means college courses taught by instructors from the CCSNH in which high school students earn college credit while students are still enrolled in high school or a career technical education center.

Participation in the program shall be offered to high school and career technical education center students in grades 11 and 12. A student shall be provided funding for enrollment in not more than 2 dual or concurrent courses. The state shall pay up to \$250 to the CCSNH institution where a high school or career and technical education student successfully completes an approved course and the CCSNH shall accept such amount as full payment for course tuition.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Education
and the
COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Education, (hereinafter "State"), and the Community College System of New Hampshire (hereinafter "CCSNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project, involving a consortium made up of the seven community colleges in CCSNH and the Thompson School of Applied Sciences at the University of New Hampshire, 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 8, 2015, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **June 30, 2025**. If the provision of services by CCSNH precedes the Effective date, all services performed by CCSNH shall be performed at the sole risk of CCSNH and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay CCSNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date, and within the grant period, that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Dual and Concurrent Enrollment Program

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Christine Brennan
Address: NH Department of Education
101 Pleasant Street
Concord, NH 03301
Phone: (603) 271-3801

CCSNH Project Administrator

Name: Beth Doiron
Address: CCSNH
26 College Dr.
Concord, NH 03301
Phone: (603) 230-3503

- E. The Following Individuals are designated as Project Directors. These 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.

State Project Director

Name: Christine Brennan
Address: NH Department of Education
101 Pleasant Street
Concord, NH 03301
Phone: (603) 271-3801

CCSNH Project Director

Name: Beth Doiron
Address: CCSNH
26 College Dr.
Concord, NH 03301
Phone: (603) 230-3503

F. Total State funds in the amount of \$5,700,100 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse CCSNH for costs exceeding the amount specified in this paragraph.

Check if applicable

CCSNH will cost-share _____ % of total costs during the term of this Project Agreement.


G. Check if applicable


Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 8, 2015 is/are hereby amended to read:

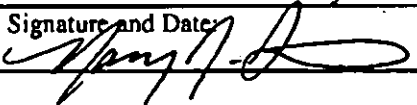
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by CCSNH in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and CCSNH 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:

IN WITNESS WHEREOF, the Community College System of New Hampshire and the State of New Hampshire, Department of Education have executed this Project Agreement.

By An Authorized Official of:
Community College System of New Hampshire
Name: Ross Gittel, PhD
Title: Chancellor, CCSNH
Signature and Date:  10/10/19

By An Authorized Official of:
Department of Education
Name: Frank Edelblut
Title: Commissioner of Education
Signature and Date:  10-15-19

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Nancy Smith
Title: Senior Asst. Attorney General
Signature and Date:  10/21/2019

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

EXHIBIT A

A. Project Title: Dual and Concurrent Enrollment Program

B. Project Period: Effective upon Governor and Council approval through June 30, 2025

C. Objectives: Pursuant to RSA 188-E:26, there is established a dual and concurrent enrollment program in the department of education. Participation in the program shall be offered to high school and career technical education center students in grades 11 and 12. The program shall provide opportunities for qualified New Hampshire high school students to gain access and support for dual and concurrent enrollment in STEM (science, technology, engineering, and mathematics) and STEM- related courses that are fundamental for success in postsecondary education and to meet New Hampshire's emerging workforce needs.

CCSNH will provide to the State the rationale and criteria for determining which courses are designated as STEM courses and, therefore, eligible for tuition payment under this program. CCSNH will also provide to the State the list of eligible courses.

The State and CCSNH, pursuant to RSA 188-E:28, shall develop and approve a model dual and concurrent enrollment agreement that shall be used by the CCSNH and the school board of a school district participating in the dual and concurrent enrollment agreement program.

D. Scope of Work: CCSNH will submit a Dual and Concurrent Enrollment Report after each semester according to the schedule below. Each report will include a line for the total number of students in each grade-level for each enrollment type for each course, for each school in each district affiliated with an individual CCSNH institution. Additionally, each line in the report will multiply the number of students by \$150 for concurrent enrollment, or \$250 for dual enrollment, to calculate the total cost for each line. This rate will be updated between the Department and CCSNH, not to exceed any authorizations in law. Finally, the report will calculate the sum of each line for the total request for reimbursement. A template attached as Attachment A may be used for creating the reports.

E. Deliverables Schedule:

Within 30 days of the reimbursement request being deemed acceptable to both parties to this agreement, the Department shall release funds to CCSNH in the amount to which the parties agree.

The sample reporting schedule is:

Reports	Program Year	Due Date
2019-20 Semester 1 Enrollment Report	2019-20	January 15, 2020
2019-20 Semester 2 Enrollment Report		June 15, 2020
2020-21 Semester 1 Enrollment Report	2020-21	January 15, 2021
2020-21 Semester 2 Enrollment Report		June 15, 2021

F. Budget and Invoicing Instructions:

	FY20 (ending June 30, 2020)	FY21 (ending June 30, 2021)
Dual and Concurrent Enrollment Tuition	\$950,100	\$950,100

Dual and Concurrent Enrollment Tuition - The state shall pay \$150 for concurrent enrollment and \$250 dual enrollment to the CCSNH institution where a high school or career and technical education student successfully completes an approved course and the CCSNH shall accept such amount as full payment for course tuition pursuant to RSA 188-E:27.

Limitation on Price: This contract will not exceed \$5,700,600

Funding Source: 100% State Funds. Funds to support this request are anticipated to be available in the account entitled Dual and Concurrent Enrollment as follows, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

		FY
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2020
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2021
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2022
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2023
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2024
06-56-56-565010-90070000-107-500749	Scholarships & Grants	2025

Method of Payment: Payment will be made upon submittal of an invoice that includes an Enrollment Report for the previous semester.

Submit invoice and report to:

Christine Brennan, Deputy Commissioner
 Department of Education
 101 Pleasant Street
 Concord, NH 03301

CCSNH Authorized Official *RL*
 Date 10/10/19

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to New Hampshire from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and CCSNH, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should 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 language will be taken to mean CCSNH; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.

Attachment A

**Dual and Concurrent Enrollment Report Template
Fall Semester 2017**

Enrollment Type	Course	School	District	CCSNH Institution	Student's Grade	# of Students	Designated Amount	Total \$ Requested
Concurrent	Statistics	Concord High	Concord	NHTI	11	1	\$150	\$150
Concurrent	Statistics	Concord High	Concord	NHTI	12	2	\$150	\$300
Dual	Civil Engineering	Concord High	Concord	NHTI	12	2	\$250	\$500
Total Requested								\$950

This template is provided as a sample

CCSNH Authorized Official *RG*
Date *10/10/19*

Approved 6.24.15
#186



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
603-271-3204

June 8, 2015

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

REQUESTED ACTION

Authorize the State of New Hampshire and the Community College System of New Hampshire (CCSNH) to utilize a modified, streamlined contract and grant award process, by approving the attached Master Agreement for Cooperative Projects, for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

Adoption of this Master Agreement, and the use of this contracting process is expected to result in greater efficiencies for all parties involved in entering into agreements between State of New Hampshire Executive Branch agencies and CCSNH. This master agreement establishes a unique, easily identifiable, short format for all projects with the CCSNH campuses. Use of this agreement should benefit all, including the Governor and Executive Council in their review of proposed CCSNH-state agency projects.

It is expected that the time which historically has been involved in creating individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Good Standing and inclusion of annual financial statements, will be kept on file, in lieu of being required for each contract to be brought for Governor and Council consideration, saving paper, time, and expense for all.

The Department of Justice has been involved and provided guidance in development of this agreement, and has approved the agreement for form, substance, and execution.

A similar master agreement has been in use with the University System of New Hampshire for all Governor and Council submissions since November 2002, with good results having been realized with improved consistency of item format and content.

Respectfully submitted,

A handwritten signature in cursive script that reads "Vicki V. Quiram".

Vicki V. Quiram
Commissioner

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

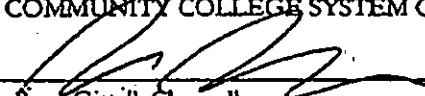
F. OTHER

- 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