APR21'21 PM 3:19 RCVD

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

April 14, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Instructional Support, to enter into a **sole source** contract with MetaMetrics, Inc., Durham, NC (vendor code 334729), in an amount not to exceed $170,000.00, to provide the use of Lexile® reader measures and Quantile® measures for mathematics for the NH State Assessment System, effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Assessment-Federal upon the availability and continued appropriation of funds in the future operating budget as follows:

	FY 22
06-56-56-562010-25340000-102-500731 Contracts for Program Services	$170,000.00

EXPLANATION

The Department is requesting a **sole source** contract due to the fact that MetaMetric, Inc. owns registered trademarks associated with the Lexile® reader measures and Quantile® measures for mathematics. These measures are utilized to provide student reading level and mathematical level information to parents and teachers. These measures can connect parents and teachers to resources to support individualizing instructional materials and supports for students. This is the only vendor that is able to provide these measurements based on student results on the NH Statewide Assessment System results for interim, modular and summative assessments.

In order for parents to better understand and support their child's education, the Department would like to include Lexile and Quantile scores on the New Hampshire Statewide Assessment System (NH SAS) Individual Student Reports that are available at the conclusion of an interim, modular or summative assessments. These levels will then allow students to access reading and mathematics materials, which will be posted on the NH Department of Education website, at

the appropriate levels to match their learning needs. These materials are also available nationally, through libraries and published book sources.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:mw:emr

FORM NUMBER P-37 (version 12/11/2019)

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 NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name MetaMetrics, Inc.		1.4 Contractor Address 1000 Park Forty Plaza, Suite 120, Durham, NC 27713	
1.5 Contractor Phone Number 919-547-3400	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2022	1.7 Price Limitation $170,000.00
1.9 Contracting Officer for State Agency Melissa White, Administrator, Academics & Assessment		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature Timothy J. Klasson Date: 4/13/2021 | 6:58 AM PDT		1.12 Name and Title of Contractor Signatory Timothy J. Klasson	
1.13 State Agency Signature Date: 4.15.21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher Bond, Attorney On: 4/19/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials TJK
Date 4/13/2021 | 6:58 AM P

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State 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 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.

TJK

Contractor Initials _____

Date 4/13/2021 | 6:58 AM F

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or 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.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

Contractor Initials TJK

Date 4/13/2021 | 6:58 AM

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials TJK

Date 4/13/2021 | 6:58 AM

EXHIBIT A

Special Provisions

Additional Exhibits D-G

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Attachment A List of Contractor Intellectual Property

9. TERMINATION – In addition to 9.1 and 9.2 of the P-37, add:

Term and Termination

1. **Term**: This Agreement shall become effective on the Effective Date and shall remain in effect for an initial term ending June 30, 2022. It is understood and agreed between the parties that the payment of compensation specified in this agreement, its continuation or renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NHDOE for the purpose set forth in this Agreement. Should funds not be appropriated or allocated, this Agreement shall immediately be terminated. NHDOE shall not be liable to Contractor for damages of any kind as a result of such termination.

Return of Confidential Information: Upon the termination or expiration of this Agreement, notwithstanding the provisions of subsection 1, the receiving party will return and or destroy all the Confidential Information delivered or disclosed to the receiving party, this shall include all copies whether electronic or physical in existence thereof at any time made by the receiving party. Notwithstanding the above, Contractor will be permitted to retain one copy of any content or material that NHDOE provided to Contractor for the sole purposes of assigning a Lexile measure or Quantile measure to such content or material. Contractor agrees that such retained Confidential Information will not be disclosed or used in violation of this Agreement. For the avoidance of doubt, nothing in this Agreement requires the return or destruction of reports containing Lexile measures or Quantile measures generated by NHDOE (i) prior to expiration or termination of this Agreement; or (ii) as permitted under Section 10.1.

Obligations upon Termination:

Lexile and Quantile Marks: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, promptly discontinue all use of the Lexile and Quantile Marks and cease all distributions of materials and papers upon which the Lexile and Quantile Marks appear; provided, however, that subject to the terms and conditions of this Agreement, NHDOE shall have the right to retain such materials as are necessary to fulfill any obligations for accountability purposes.

The Lexile Framework for Reading; LEXILE: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, cease to convert scale scores to LEXILE measures or otherwise report scale scores in using the LEXILE scale that matches students to instructional content on the LEXILE scale in any direct or derivative application.

The Quantile Framework for Mathematics; QUANTILE: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, cease to convert scale scores to QUANTILE measures or otherwise report scale scores in using the QUANTILE scale that matches students to instructional content on the QUANTILE scale in any direct or derivative application.

EXHIBIT B

Scope of Services

SCOPE

MetaMetrics, Inc. shall grant the use of Lexile reading measures and Quantile measures to the New Hampshire Department of Education (NHDOE) for students in grades 3-8 and 11 for School Year 2021/22. In addition, Contractor offers the below support Product and Services that NHDOE can elect to use at no cost. NHDOE must inform Contractor of any products or services that NHDOE wishes to have Contractor provide.

1. Lexile & Quantile State Implementation Toolkit to be accessed at the following site:visit metametricsinc.com/state-toolkit.

2. Customizable Professional Learning Opportunities to be delivered as follows:

Format	Description	Number Per Year
Web Conferences for State Education Agency (SEA) staff	Web conferences delivered online for agency staff. These sessions can also be recorded.	unlimited
Face-to-Face Informational Sessions, contingent upon safety measures due to Covid	In-person sessions created and delivered for the specific audience and setting you desire (e.g. regional service centers, co-sponsored conferences, etc.).	2 visits per year (each visit may include multiple sessions)
Webinars for Educators Statewide	Webinars scheduled and delivered for the specific audience of your choosing. These sessions can also be recorded.	unlimited (maximum of 300 attendees per webinar. Sessions can be repeated as desired.)
Roundtable Discussions	Web-based, cross-state conversations on new advances and emerging opportunities	TBA – scheduled as topics and need arise

3. Lexile and Quantile Tools and Resources for educators, parents, students on the Lexile® and Quantile® Hub:

Tool	Suggested For	What It Does	URL
Lexile® Find a Book	Educators, Parents & Students	Search for books by grade, interest and reading complexity. View a book's most challenging words and create a personal booklist that can be shared with others.	Visit hub.lexile.com/fab
Lexile® Grade Level Charts	Educators and Parents	View and print student Lexile reading measures by grade level. Filter your view by grade(s), time of year, and student population percentiles.	Visit hub.lexile.com/lexile-glc
Lexile Analyzer®	Educators	Paste or type in text to receive a Lexile range. View text characteristics along with challenging words and their definitions.	Visit hub.lexile.com/analyzer
Lexile® Growth Planner	Educators, Parents & Students	Use Lexile reading measures to determine if a student is on track to graduate college- and career-ready. Access national and regional career data.	Visit hub.lexile.com/lexile-gp
Lexile® Career Database	Educators	Identify the reading demands needed for a desired career and use it to inform goal setting. The Lexile reading measure is the only metric available to compare and describe the reading demands of a career.	Visit hub.lexile.com/lexile-career-database
Lexile® WordLists	Educators	Download lists of important words by grade and domain, including math, science, social studies and general, that students are likely to encounter in textbooks and other learning materials.	Visit hub.lexile.com/wordlists

Lexile® Measures Manager	Educators	Determine a student's optimal reading measure when multiple assessments that produce Lexile reading measures have produced significant and unexpected differences.	Visit hub.lexile.com/lexile-mm
Quantile® Summer Math Challenge	Educators, Parents, & Students	Keep math skills sharp with the Summer Math Challenge. This free program is six weeks of math activities for 1st - 8th grade students.	Visit hub.lexile.com/smc
Quantile® Teacher Assistant	Educators	Differentiate student instruction based on an individual's or classroom's Quantile measure. This tool organizes each state's standards into Knowledge Clusters and aligns them to the Quantile Framework.	Visit hub.lexile.com/quantile-teacher-assistant
Quantile® Grade Level Charts	Educators and Parents	View and print student Quantile measures by grade level. Filter your view by grade(s), time of year, and student population percentiles.	Visit hub.lexile.com/quantile-glc
Quantile® Math@Home	Parents and Students	Support classroom instruction at home by accessing free math resources that are tailored to a student's individual state, grade, mathematical topic and Quantile measure. Resources include activities, online games, tutorial videos and worksheets.	Visit hub.lexile.com/math-at-home
Quantile® Math Skills Database	Educators	Discover individual Quantile Skills & Concepts (QSCs) and the Quantile measures of each state standard. Get a detailed view of the Knowledge Clusters and the interconnectedness of QSCs. Access free resources aligned to QSCs, state standards and Quantile measure.	Visit hub.lexile.com/math-skills-database

Quantile® Growth Planner	Educators, Parents & Students	Use Quantile measures to determine if a student is on track to graduate college- and career-ready. Access national and regional career data.	Visit hub.lexile.com/quantile-gp
Quantile® Career Database	Educators	Identify the math demands needed for a desired career and use it to inform goal setting. The Quantile measure is the only metric available to compare and describe the mathematical demands of a career.	Visit hub.lexile.com/quantile-career-database
Quantile® Measures Manager	Educators	Determine a student's optimal mathematical measure when multiple assessments that produce Quantile measures have produced significant and unexpected differences.	Visit hub.lexile.com/quantile-mm
Quantile® Find Your Lesson	Educators	For Educators Ensure student readiness for instruction with this tool that aligns the Quantile Framework to your textbook or other math curriculum. See each lesson's associated Quantile measure and explore further to identify prerequisite, supporting and impending math skills.	Visit hub.lexile.com/find-your-lesson

4. Additional Lexile and Quantile Resources:

Resource	SuggestedFor	WhatItDoes	URL
Lexile by Chapter Guides	Educators	The peaks and valleys of text complexity have been identified by chapter of frequently taught books in order to help guide instructional planning.	lexile.com/lexile-by-chapter

Additional Fact Sheets and Resources	Educators & Parents	A collection of additional informational resources for parents and educators (including Guides, Infographics, and Maps).	metametricsinc.com/state-communications/#resources

5. Offerings available in the Toolkit:

Draft Language for State Specific Lexile & Quantile Web Content
MetaMetrics provides a draft of text content for your SEA website to explain Lexile reading measures and Quantile measures, free tools and resources, and their use both in the classroom and at home. Once the content is finalized and approved, MetaMetrics also works with the webmaster or designee to post the content to the SEA's website. An example of finished web content can be viewed at portal.ct.gov/SDE/Student-Assessment/Main-Assessment/Lexiles-and-Quantiles.

Draft Suggested Language for Outreach Messaging
MetaMetrics provides a variety of draft messaging for email/newsletter campaigns and social media to help you communicate with educators and parents about the value and utility of Lexile reading measures and Quantile measures. See draft messages at metametricsinc.com/state-communications

Draft Language for Outreach to Publishers of Textbooks and Instructional Materials
MetaMetrics offers example language (docs.google.com/document/d/1bv3BMbMey9tlkfSAvXtMVepu54muNWewJdVWI-n42yE/) that states and/or local districts can use to request that publisher materials be encouraged or required to submit Lexile reading measures and Quantile measures for books and materials being considered for adoption.

Draft Lexile/Quantile Information for State Score Reports
MetaMetrics collaborates with states and their contractors to provide language and/ or individualized, student instructional information on state score reports. See suggested example language at
docs.google.com/document/d/1fRhnzHPL3Co3xGg8qFceBRP4swoXSw946pPekT9x4Cg/

6. Additional Offerings:

Lexile & Quantile Brief for SEA Staff
The Lexile & Quantile Brief is an email-based newsletter published three times per year that outlines Lexile and Quantile news and noteworthy events, including new tool and resource announcements, new lines of research, and additional sources of Lexile and Quantile measures through newly-linked partner products. The DOE will provide the email addresses of anyone the organization would like to add to MetaMetrics' mailing list..

Informational Sessions for Parents and Families
MetaMetrics works with the SEA to offer informational sessions for parents, families, and communities at large. These sessions focus on providing families some basic understanding of the

Lexile® Framework for Reading and **Quantile® Framework for Mathematics** and an introduction to the tools that help families utilize these measures for reinforcing learning at home.

Draft Language for State Assessment RFPs
MetaMetrics is a sole source to states that choose to use and report Lexile reading measures and Quantile measures from their state assessment systems. To ensure continuity in use and reporting, MetaMetrics makes available a collection of state RFPs that have mandated Lexile reading measures and Quantile measures through this procurement process.

MetaMetrics TERMS AND CONDITIONS

Ownership

Lexile Marks: The term "Lexile Marks" shall mean the following registered trademarks owned by MetaMetrics: LEXILE® (U.S. Reg. No. 3,969,306), LEXILE® (and design) (U.S. Reg. No. 2,706,910), and LEXILE FRAMEWORK® (U.S. Reg. Nos. 2,180,729 and 2,180,702). NHDOE acknowledges and agrees that MetaMetrics retains all rights in and to the Lexile Marks and that all goodwill arising from NHDOE's use thereof as permitted hereunder will inure to the benefit of MetaMetrics.

Quantile Marks: The term "Quantile Marks" shall mean the following registered trademarks owned by MetaMetrics: QUANTILE® (U.S. Reg. No. 3,066,329), QUANTILE® (and design) (U.S. Reg. No. 3, 074,413), and QUANTILE FRAMEWORK® (U.S. Reg. No. 2,605,046). NHDOE acknowledges and agrees that MetaMetrics retains all rights in and to the Quantile Marks and that all goodwill arising from NHDOE's use thereof as permitted hereunder will inure to the benefit of MetaMetrics.

Proprietary Rights

Use of Lexile and Quantile Marks/Measures: MetaMetrics hereby grants to NHDOE a limited, non-exclusive, non-transferable license, without the right to sublicense, to use Lexile reading measures and Quantile measures, including displaying said measures on individual reports, as well as on any aggregated reports for each student in grades 3-8 and 11. NHDOE agrees to display Lexile and Quantile Marks on said reports and shall clearly indicate MetaMetrics' ownership of the Lexile and Quantile Marks according to the terms and conditions of MetaMetrics' Branding Guidelines which are available on MetaMetrics' website and updated from time to time: http://www.metametricsinc.com/branding-guidelines/. MetaMetrics reserves the right to request samples of literature, packages, labels and advertising using the Lexile and Quantile Marks prepared by or for NHDOE and intended to be used by NHDOE. NHDOE undertakes, when using the Lexile and Quantile Marks hereunder, to comply with all applicable laws pertaining to such use.

In the event of a conflict between Exhibit B (MetaMetrics Terms and Conditions) and Exhibit G, Exhibit G shall control.

Use of MetaMetrics Intellectual Property: MetaMetrics hereby grants to NHDOE a limited, non-exclusive, non-transferable license, without the right to sublicense, and right to use the MetaMetrics Intellectual Property listed in **Attachment A ("List of MetaMetrics Intellectual Property")**, during the term of this contract. Regarding the conversion tables which convert a scale score to a Lexile reading measure or Quantile measure, the following uses are specifically prohibited during and after the term of this contract: a) NHDOE shall not make publicly available the conversion tables; b) NHDOE shall not create new or derivative scales using the conversion tables, and for which said new scales are marketed and used as an equivalent substitute for a

Lexile reading measure or Quantile measure; and c) NHDOE shall not use the conversion tables to rebrand and relabel the Lexile reading measure or Quantile Measure as a different measure. Nothing contained herein shall be construed as granting NHDOE any right, title, or interest in or to MetaMetrics' Intellectual Property. Further, the following uses are approved for the Interims: a) given that the ICCR ELA/mathematics interim assessments are on the same scales as the ICCR ELA/mathematics summative assessments, NHDOE may add the use of Lexile reader measures and Quantile measures from the ICCR interim assessments; and b) the interpretation of Lexile reader and Quantile mathematics measures should be relative to the ICCR ELA/Mathematics interim administration protocols. Please refer to the ICCR Lexile and Quantile linking study reports for appropriate uses and caveats of the measures. NHDOE acknowledges and agrees that it shall have no right, either during the term of this contract or at any time thereafter, to acquire MetaMetrics' Intellectual Property from MetaMetrics by reason of the use of such intellectual property in any manner. NHDOE agrees that it will not attempt to patent, copyright, or register or use for its own benefit or that of a third party, or aid any third party in attempting to patent, copyright, or register or use, any MetaMetrics Intellectual Property which may, in the reasonable opinion of MetaMetrics' counsel, be inconsistent with the terms of this contract With regard to trademarks, the above prohibitions shall extend to any trademark that is, in the opinion of MetaMetrics, confusingly similar to any trademark that is part of MetaMetrics' Intellectual Property or the trade name of MetaMetrics. NHDOE acknowledges MetaMetrics' exclusive ownership of, and title to, MetaMetrics' Intellectual Property world-wide and the goodwill associated therewith will belong to and inure solely to the benefit of MetaMetrics. NHDOE obligations under this section shall survive any termination of the license granted hereunder.

Obligation to Provide Notice of Infringement

NHDOE agrees to promptly notify MetaMetrics of any unauthorized use of the Lexile and Quantile Marks by any third party which comes to the attention of NHDOE. MetaMetrics shall have the sole right and discretion to bring an action for infringement, unfair competition, or any other appropriate proceeding, against any such third party, and any proceeds from such proceedings shall be the sole property of MetaMetrics.

EXHIBIT C

Method of Payment

(Budget July 1, 2021 through June 30, 2022)

License Fee for the use of Lexile & Quantile Measures for Grades 3-8 and 11 including support services elected by NHDOE pursuant to Exhibit B	$170,000.00

Limitation on Price: In no case shall the total budget exceed the price limitation of $170,000.00.

Funding Source: Funds to support this request are anticipated to be available in the account titled Assessment-Federal as follows:

	FY 22
06-56-56-562010-25340000-102-500731 Contracts for Program Services	$170,000.00

Method of Payment: The NH Department of Education shall pay to Contractor an annual license fee of $170,000 in one installment. The payment shall be invoiced July 1, 2021, upon approval of this contract by the NH Governor and Executive Council and paid within thirty (30) days of receipt of the invoice. The invoice shall be submitted to:

Melissa White
Administrator
Academics and Assessment
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200:326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TJK

*Contractor Initials*_____
Date 4/13/2021 | 6:58 AM PDT

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

TJK

*Contractor Initials*_____
Date 4/13/2021 | 6:58 AM PDT

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sfllin.pdf).

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

TJK

*Contractor Initials*_____

Date 4/13/2021 | 6:58 AM PDT

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property
The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

TJK

*Contractor Initials*_____
Date 4/13/2021 | 6:58 AM PDT

ATTACHMENT A
LIST OF CONTRACTOR INTELLECTUAL PROPERTY

Lexile Framework for Reading name
Lexile Framework for Reading logo
Lexile Framework for Reading tagline
Lexile Framework for Reading measure
Lexile Framework for Reading Map
Lexile Framework for Reading scale
Lexile Framework for Reading scoring conversion procedures
CAI ICCR to Lexile Conversion Table and Linking Equation
MetaMetrics, Inc. name
MetaMetrics, Inc. logo
MetaMetrics, Inc. tagline
Quantile Framework for Mathematics name
Quantile Framework for Mathematics logo
Quantile Framework for Mathematics tagline
Quantile Framework for Mathematics Map
Quantile Framework for Mathematics measure
Quantile Framework for Mathematics scale
Quantile Framework for Mathematics scoring conversion procedures
CAI ICCR to Quantile Conversion Table and Linking Equation
The Lexile and Quantile Hub (See Exhibit B)
Tools within the Lexile and Quantile Hub (See Exhibit B)
Lexile and Quantile Resources (See Exhibit B)

TJK

*Contractor Initials*_____
Date 4/13/2021 | 6:58 A

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that METAMETRICS, INC. is a North Carolina Profit Corporation registered to transact business in New Hampshire on September 25, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **852201**

Certificate Number: **0005340022**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Malbert Smith, do hereby certify that:
(Name of the Clerk of the Corporation: cannot be signatory)

(1) I am the duly elected clerk of Metametrics.
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 13, 2021.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Tim Klasson, COO,
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 13th day of April, 20 21.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 13th day of April, 20 21.
(Day) (Month) (Yr) (Must be same date as the contract date)

Malbert Smith
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF N/A COVID

On_____, 20_____, the foregoing instrument was acknowledged before me.

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

My commission expires on: Notary Public/Justice of the Peace

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners of Missouri, LLC
11975 Westline Industrial Dr
St Louis MO 63146

CONTACT NAME: Pauline Warnecke
PHONE (A/C, No, Ext): (314) 523-8800 FAX (A/C, No): (314) 453-7555
E-MAIL ADDRESS: pwarnecke@APMissouri.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins Co	20508
INSURER B: Continental Casualty Company	20443
INSURER C: Continental Insurance Co.	35289
INSURER D: National Union Fire Insurance Co of Pittsburgh	19445
INSURER E:	
INSURER F:	

INSURED
MetaMetrics, Inc.

COVERAGES **CERTIFICATE NUMBER:** 2020-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:				09/10/2020	09/10/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]				09/10/2020	09/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000				09/10/2020	09/10/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			09/10/2020	09/10/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Technology Professional Liability				09/10/2020	09/10/2021	Limit Retention-$100,000	$10,000,000

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

Please see 2nd page for coverage extensions.

CERTIFICATE HOLDER

Department of Education
101 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD