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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

June 21, 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 Discovery Education Charlotte, NC 28209, (vendor code 168693), in an amount not to exceed $7,980,000, to provide high quality instructional materials to all New Hampshire education programs through the state learning management system, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds to support this request are anticipated to be available in FY22 – FY25 in the account titled ESSER III – ARP 2021, as follows:

	FY22	FY24	FY25
06-56-56-562010-24370000-102-500731	$3,990,000	$1,995,000	$1,995,000

EXPLANATION

The Department is requesting a **sole source** contract due to the fact that Discovery Education is the sole owner and provider of the Discovery Education Experience product that includes content from Discovery Channel and hundreds of other content producers. This content has been organized into a matrix of instructional resources by student level (e.g., grade) as well as by content area. This allows teachers to quickly identify resources to meet individual student needs. Because the content is loaded into the state learning management system (CANVAS), educators also have the opportunity to seamlessly integrate the materials into their lesson planning, where it is accessible to all students.

Through this contract, Discovery Education will also offer New Hampshire educators research-based, results-driven professional learning that is directly aligned to what teachers do in their classrooms. This approach systematically provides educators with immersive experiences to bridge theory to practice. The approach is teacher-centered, face-to-face and remote professional learning, online instructional support, ready-to-implement classroom application as well as in-person, job-embedded instructional coaching support.

In addition, educators also have access to an on-demand professional learning channel called Professional Learning NOW. This channel offers "just-in-time" professional learning resources that are short, convenient, and relevant to the day-to-day lives of teachers. This collection of micro-learning modules provides 3 to 5-minute bursts of personalized learning that seamlessly fit into a teacher's busy schedule and can be assigned by school leaders.

Through the ARP/ESSER funds, the Department is required to allocate funds directly to student learning loss. The use of high quality instructional materials and state of the art professional development, as demonstrated through independent research, improves the quality of instruction as well as student learning. By using the Discovery resources, which contain highly engaging content for students of all ages, educators will have an invaluable resource to aid students who may have suffered learning loss as a result of the pandemic.

All of the Discovery Education resources are aligned to New Hampshire academic standards and the Department can exclude content that does not align or is inconsistent with standards.

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

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 Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Discovery Education, Inc. VC # (168693)		1.4 Contractor Address 4350 Congress Street #700 Charlotte, NC 28209	
1.5 Contractor Phone Number 1-800-323-9084	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation $7,980,000
1.9 Contracting Officer for State Agency McKenzie Snow		1.10 State Agency Telephone Number 603-271-5992	
1.11 Contractor Signature DocuSigned by: 78B6C33846AB450... Date: June 22, 2021		1.12 Name and Title of Contractor Signatory Travis Barrs, Head of Global Operations	
1.13 State Agency Signature Date: 6-23-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
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 On: 6/24/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials TB DB
Date June 22, 2021

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.

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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

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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.

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Date June 22, 2021

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).

The State of New Hampshire (the "State") and Discovery Education, Inc. (the "Contractor") hereby agree to modify the P-37 (the "Agreement") as set forth:

All terms used in this Rider, and not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this Rider and the Agreement, the terms of this Rider shall govern.

The New Hampshire Form P-37 is hereby modified as follows:

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 terminate the Services under this Agreement. The State will endevaour to provide written notice to Contractor of such insufficient funds at least thirty (30) days prior to the beginning of the next fiscal year. 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.

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 knowingly 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 knowingly 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.

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 Material failure to perform the Services satisfactorily or on schedule;

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

8.1.3 Material 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 in addition to full payment to Contractor of all undisputed monies due Contractor up until early termination:

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 provide cure period as described in 8.2.1, and set off against any other obligations the State may owe to the Contractor any actual damages the State suffers by reason of any Event of Default; and/or

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. Intentionally Omitted.

9.2. Intentionally Omitted.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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. Upon expiration or termination of Agreement, Contractor shall Destroy all Personally Identifiable Information ("PII") previously received from State no later than sixty (60) days following such termination, unless a reasonable written request is submitted by State to Discovery to hold such PII.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State 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 negligent, reckless, or intentional acts or omission of the Contractor, or subcontractors. 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.

IN WITNESS WHEREOF, this Rider becomes effective upon the effective date of the Agreement.

EXHIBIT B
Scope of Services

1. Discovery Education Experience.
   a. Subject to the terms and conditions of this Agreement, Discovery grants to Subscriber and New Hampshire public schools (traditional and charter) and non-public schools (including Home Education programs), including educators, administrators, and students (the "Community") a limited, terminable, non-exclusive, and non-transferable license to access Discovery's service known as "Discovery Education Experience" (the "Service"), during the Term (as defined below). Discovery and Subscriber agree that the number of licenses schools within the Community shall not exceed the numbers below:

Year	Number of Schools
"Year 1": 07/01/2021 or upon Governor and Council (G&C) approval, whichever is later, through and including 06/30/2022	500
"Year 2": 07/01/2022 through and including 06/30/2023	750
"Year 3": 07/01/2023 through and including 06/30/2024	750
"Year 4": 07/01/2024 through and including 06/30/2025	750

   b. Discovery will provide Subscriber two (2) dedicated Project Managers (the "Project Managers") for the following purposes:
      - One project manager will work directly with and manage the implementation of the Service in the Community
      - One project manager will work with the Subscriber in support of the implementation
   c. Discovery will support the implementation of Discovery Education Experience by assisting New Hampshire Schools with technical integration and the launch of Services.
   d. Subscriber shall comply with and implement policies to help ensure that the Community comply with: (i) the terms of this Agreement and (ii) Discovery's Standard Terms of Service and License, located at https://www.discoveryeducation.com/terms-and-conditions/, to the extent applicable.
   e. Subscriber shall have control access to all content and may exclude content from the Subscriber content library at its discretion.
   f. Discovery, upon mutual agreement with the NH DOE, which shall not be unreasonably withheld, shall be granted permission to use de-identified, anonymized, and/or aggregated data relating to usage of the Website and Services, including, but not limited to, aggregate channel views of content channel by teachers, aggregate count of student log ins, aggregate count of administrator log-ins, school lists based on number of students using the Services, and top courses used by students for purposes of developing sponsorship for the platform or to enhance user experiences on the platform. Discovery and the NH DOE agree that any such data access or use shall not include confidential

information, personally identifiable information or student education records as defined under applicable state or federal laws and shall be in compliance with applicable state or federal laws.

2. The "Term" shall be 07/01/2021 through and including 06/30/2024 as further set forth below:

"Pre-Launch"	Upon Signature through and including 06/30/2021 (Early Access period with no cost to Subscriber.)
"Year 1":	07/01/2021 or upon Governor and Council (G&C) approval, whichever is later, through and including 06/30/2022
"Year 2":	07/01/2022 through and including 06/30/2023
"Year 3":	07/01/2023 through and including 06/30/2024
"Year 4":	07/01/2024 through and including 06/30/2025

3. Discovery acknowledges and agrees that it shall not be compensated for any work performed before the approval of this contract by the New Hampshire Governor and Council.
4. Prior to the start of "Year 3" (i.e. 07/01/2023 – 06/30/2024) and "Year 4" (i.e. July 1, 2024 – June 30, 2025) of the Term, Subscriber may terminate this Agreement subject to the following notification: (i) provide Discovery with written notice of such intent to terminate, in the event of a termination of Year 3 of the Agreement, no later than April 30, 2023, in the event of a termination of Year 4 of the Agreement, no later than April 30, 2024 (ii) promptly reimburse Discovery for all services delivered prior to the date of termination.
5. Notification: Any notification pursuant to this agreement shall be made, in writing, to:

For Discovery:
Stephanie Milikh
Discovery Education
8403 Colesville Road, Suite 1200
Silver Spring, MD 20910 stephanie@discoveryed.com
Copy to: Scott Kinney, CEO

For NH DOE:
Frank Edelblut
New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301
Frank.edelblut@doe.nh.gov

EXHIBIT C

Method of Payment

Fees to be Paid by NH DOE

Year	Fee
Years 1-2	$3,990,000
Year 3	$1,995,000
Year 4	$1,995,000

Billing Schedule:

The Fees are due and payable by Subscriber no later than 30 days after receipt of invoice: As detailed below.

Years 1-2: One invoice will be provided for Years 1–2 amounting to: $3,990,000 within 30 days of contract finalization and will be due within 30-days.

Years 3 and 4 will be invoiced annually amounting to: $1,995,000 as further set forth below.

- Year 3: $1,995,000 due within 30-days of funds availability
- Year 4: $1,995,000 due within 30-days of funds availablility

Limitation on Price: The State's obligation under this contract shall not exceed $7,980,000.

Source of Funding: Funds to support this request are anticipated to be available in FY22 – FY25 in the account titled ESSER III – ARP 2021, as follows:

Year	Account	Fee
Year 1 - 2	06-56-56-562010-24370000-102-500731	$3,990,000
Year 3	06-56-56-562010-24370000-102-500731	$1,995,000
Year 4	06-56-56-562010-24370000-102-500731	$1,995,000

Payment will be subject to funds availability. In the event that funds are not available, NH DOE shall immediately notify Discovery. Invoices and reports shall be submitted to:

McKenzie Snow
NH DOE, Division of Learner Support
101 Pleasant Street
Concord, NH 03301
mcKenzie.snow@doe.nh.gov

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.

Contractor Initials TB
Date June 22, 2021

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.

Contractor Initials TB
Date June 22, 2021

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.

TB

Contractor Initials

Date ~~June~~ 22, 2021

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.

Contractor Initials TB
Date June 22, 2021

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 DISCOVERY EDUCATION, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on April 06, 2018. 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: **792231**

Certificate Number: **0005381603**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 7733DFB2-5401-43A3-8953-6727444B9E72

OMNIBUS CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS AND THE BOARD OF MANAGERS, AS APPLICABLE, OF THE DISCOVERY EDUCATION ENTITIES LISTED ON THE ATTACHED SCHEDULE I

The undersigned, constituting all of the members of the Board of Directors or the members of the Board of Managers, as applicable, of each company listed on the attached Schedule I (each a "Company"), in lieu of holding a special meeting of the Board of Directors of each such Company that is a corporation (the "Corp Board") and the Board of Managers of each such Company that is a limited liability company (the "LLC Managers"), as applicable, of such Company, hereby take the following actions and adopt the following resolutions by unanimous written consent, dated as of February 4, 2021, pursuant to the applicable governing law and governing document of such Company:

1. APPOINTMENT OF TRAVIS BARRS AS HEAD OF GLOBAL OPERATIONS

WHEREAS, the Corp Board and the LLC Managers, as applicable, of each Company deems it advisable and in the best interests of such Company to remove Travis Barrs as Chief Operating Officer of K-12, of such Company and immediately appoint Mr. Barrs as Head of Global Operations of such Company, in each case effective as of February 4, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that Mr. Barrs be, and hereby is, removed by the Corp Board and the LLC Managers, as applicable, of each Company as the Chief Operating Officer of K-12 of such Company and appointed to serve as the Head of Global Operations of each Company, in each case effective as of February 4, 2021, and Mr. Barrs shall serve in such capacity until his respective successor has been duly appointed and qualified or until his earlier death, resignation, and removal;

FURTHER RESOLVED, that, with the appointment of Mr. Barrs pursuant to the foregoing resolutions, the individuals listed on Schedule I set forth under each Company's name be, and each of them hereby is, affirmed by the Corp Board and the LLC Managers, as applicable, of such Company as the officers of such Company (constituting all of the officers of such Company, the "Authorized Officers") to hold such position until the appointment of their respective successors at such Company have been duly qualified and appointed by the Corp Board and the LLC Managers, as applicable, of such Company or until their respective earlier death, resignation or removal pursuant to the governing document of such Company.

2. APPOINTMENT OF AUTHORIZED SIGNATORIES

WHEREAS, the Corp Board or the LLC Managers, as applicable, of each Company deems it advisable and in the best interests of such Company to designate each of the Authorized Officers to serve as authorized signatories of such Company ("Authorized Signatory").

NOW, THEREFORE, BE IT RESOLVED, that each of the Authorized Officers be, and hereby is appointed to serve as an Authorized Signatory until their successor has been duly qualified and appointed or until their earlier death, resignation or removal, for each Company.

3. GENERAL AND ANCILLARY AGREEMENTS

RESOLVED, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, any of the Authorized Officers of each Company be, and each hereby is, authorized by the Corp Board and the LLC Managers, as applicable, of such Company to take all such further actions, and to execute and deliver all such further agreements, instruments, documents or certificates (the "Ancillary Agreements"), in the name and on behalf of such Company, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable and to perform all of the obligations of such Company in connection with or pursuant to the Ancillary Agreements.

4. RATIFICATION OF PAST ACTIONS

RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by the Authorized Officers of each Company prior to the passage of these resolutions be, and they hereby are, ratified, confirmed and approved in all respects by the Corp Board and the LLC Managers, as applicable, of such Company.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Corp Board and the LLC Managers, as applicable, of each Company, duly called and constituted, pursuant to such Company's governing documents and the laws of such Company's state of incorporation or formation, as applicable.

This consent may be executed in two or more counterparts, each of which shall be deemed an original and together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Corp Board for each of Discovery Education, Inc., Mystery Organization, Inc., The Audio Visual Group, Inc., Clearvue & SVE, Inc., New SVE, Inc., A123 Online Interactive Services, Inc., and Academy123, Inc., do hereby consent to the foregoing resolutions as of the date first above-written.

DocuSigned by:
Paul Ilse
AEED18DAEAB9464...
Paul Ilse

DocuSigned by:
8D3B7A9D83784D9...
Scott Kinney

DocuSigned by:
Brian Shaw
25D4FF85259A4F1...
Brian Shaw

DocuSigned by:
Kelli Campbell
D68A320C3B47440...
Kelli Campbell

IN WITNESS WHEREOF, the undersigned, being the LLC Managers of Discovery Education Assessment LLC, do hereby consent to the foregoing resolutions as of the date first above-written.

DocuSigned by:
Paul Ilse
6EED13DAEAB9464...

Paul Ilse

DocuSigned by:
8D3B7A9D83784D9...

Scott Kinney

DocuSigned by:
Brian Shaw
25D4FF85259A4F1...

Brian Shaw

DocuSigned by:
Kelli Campbell
D68A320C3B47440...

Kelli Campbell

DocuSign Envelope ID: 7733DFB2-5401-43A3-8953-6727444B9E72

Schedule I

Discovery Education, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
The Audio Visual Group, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
Clearvue & SVE, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
New SVE, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)

Discovery Education Assessment LLC
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
A123 Online Interactive Services, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
Academy123, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)
Mystery Organization, Inc.
1. Scott Kinney (Chief Executive Officer) 2. Kelli Campbell (President) 3. Brian Shaw (Treasurer and Chief Financial Officer) 4. Lori McFarling (President, CEP) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Allison Grace (Chief Human Resources Officer)

Client#: 1606164 DISCOEDU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
8000 Norman Center Dr Ste 400
Bloomington, MN 55437
612 509-1001

CONTACT NAME: Priya C Krishnan
PHONE (A/C, No, Ext): 612 509-1990 FAX (A/C, No): 610 537-1954
E-MAIL ADDRESS: priya.conjeevaram@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarNet Insurance Company	40045
INSURER B : Berkley National Insurance Company	38911
INSURER C : National Union Fire Ins Pittsburgh, PA	19445
INSURER D : Syndicate 2623/623 at Lloyd's	
INSURER E :	
INSURER F :	

INSURED
Discovery Education, Inc.
4350 Congress Street, Unit 700
Charlotte, NC 28209

COVERAGES CERTIFICATE NUMBER: 32372085 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	08/01/2020	08/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			[redacted]	08/01/2020	08/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	08/01/2020	08/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Tech E&O/Cyber			[redacted]	08/01/2020	08/01/2021	$5,000,000	
C	RetroDate 4/30/18				08/01/2020	08/01/2021	Retention: $75,000	
D	Excess Cyber				09/23/2020	08/01/2021	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Certificate is issued for operations usual to the insured.

CERTIFICATE HOLDER
NEW HAMPSHIRE DEPARTMENT OF EDUCATION
101 PLEASANT ST
CONCORD, NH 03301-3860

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

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