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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

November 8, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to amend the contract with Prenda, Inc. (VC 352540) of Mesa, AZ by extending the end date from September 30, 2022 until September 30, 2024, and reducing the not to exceed amount by \$250,000 from \$6,000,000 to \$5,750,000, allowing District Microschools to lease space for programing, allowing Prenda to offer summer programming for learning loss, and clarifying the First Program Day of enrollment to be when the student begins in person instruction in a Microschool; effective upon Governor and Council approval. The original contract was approved by the Governor on April 7, 2021, and was an informational item to the Governor and Council on June 30, 2021, Item EE. 100% Federal Funds.

Funds to support this request are available in the FY22 and FY23 in the account titled ESSER II – CRRSA Act 2021 and are anticipated to be available in FY24 in ESSER III – ARP 2021, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

AU string – 06-56-56-562010 Grants-Federal

| AU/Class/Account | FY21 | Change | Adjusted FY21 | FY22 | Change | Adjusted FY22 | FY23 | FY24 |
|---------------------|-----------|-------------|---------------|-----------|-------------|---------------|-----------|-----------|
| 19580000-072-509073 | 2,000,000 | (2,000,000) | - | - | - | - | - | - |
| 19580000-072-509074 | - | - | - | 4,000,000 | (3,250,000) | 750,000 | - | - |
| 19580000-072-509075 | - | - | - | - | - | - | 2,500,000 | - |
| 24370000-072-509073 | - | - | - | - | - | - | - | 2,500,000 |

EXPLANATION

This contract amendment is to extend the time period of the program to allow further implementation by both District Microschools and Community Learning Pods, to the extent that they are needed; and reduce the contract amount. Principally as a result of constrained availability of qualified staffing, the program's initial start is slower than anticipated. Presently, the program has approximately 100 students, 5 District pods and 21 Community pods. An additional constraining factor for District pods was the availability of space in District facilities. The modifications will allow Prenda and the District to secure appropriate facilities for the learning pod. As an example, the Londonderry pod operates from the Londonderry YMCA. The amendment also clarifies that student enrollment in the pod begins when the student begins their in person instruction. In addition, this modification will allow Prenda to offer summer learning loss programming to eligible New Hampshire students.

Prenda offers microschool learning pod instructional settings to LEAs and New Hampshire students. This instructional model is a small in-person multi-age groupings of students in a trauma sensitive environment that allows children to stabilize, rekindle curiosity, and accelerate learning so that they might catch back up with their peers. Generally, a micro or learning pod has between 5 – 10 students in grades K-2, 3-5 or 6-8 groupings. This project will be accomplished by providing financial support for Local Education Agencies (LEAs) and New Hampshire students to mitigate potential student learning loss and social emotional disruption resulting from the COVID-19 pandemic. This programming is designed to complement the many efforts that each LEA will be employing and fill in where traditional programming might not be effective.

Through state set-aside funds, as funds permit depending on demand, the Department will provide full tuition for students enrolling in the microschool learning pod for up to 1-year. Students may transition back to their classroom cohort at any time during the program.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter “the Agency,” and Prenda, Inc. Mesa, AZ, hereinafter “the Contractor”, and pursuant to an agreement between the parties that was approved by the Governor on April 7, 2021, and submitted to G&C on June 30, 2021 as Information Item EE, hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing September 30, 2022 and replacing with September 30, 2024.
2. Amend Section 1.8 of form P-37 by decreasing the price limitation by \$250,000 from \$6,000,000 to \$5,750,000.
3. Amend Section 1.2.2 is amended to read as follows:

1.2.2 Eligibility, District Microschools. Any child who is currently enrolled in a K-8 New Hampshire public school that has elected to work with Prenda to create a District Microschool (a “Sending School District” or a “Sending District”) may participate in the Recovering Bright Futures Program by enrolling in a District Microschool, space permitting, on the condition that the Prenda Learner and the Sending School District agree to and meet Prenda’s Recovering Bright Futures Program terms, as updated by Prenda from time to time and that the Prenda Learner comply with Prenda’s behavioral and academic expectations, as determined by Prenda in its sole and absolute discretion.

4. Amend Exhibit B Scope of Work by adding the following paragraph:

1.4.4 District Microschool Locations. District Microschool Locations that are not part of Sending School District facilities, but otherwise meet the requirements for a Microschool Location, as defined herein, may be leased by Prenda or subleased by Prenda from a Sending School District (the “Leased Space”). The period of any such lease must fall within the period of performance of this agreement; the location and quality of the Leased Space must be consistent with the activities of the District Microschool activities; the location and quality of the Leased Space must be agreed upon with the Sending School District; and any associated payments related to the space must be consistent with commercial practices, and not excessive, for such space.

5. Amend Exhibit B Scope of Work by adding the following paragraph:

1.2.1.1 Summer Microschool Programming. Prenda may offer a summer learning program, either through a District Microschool or through a Community Learning Pod, as herein defined, that shall consist of programming similar to a District Microschool or Community Learning Pod modified to accommodate attendance for weekly blocks of time when school is not in session and to accommodate broader enrichment activities for participating students (“Summer Micro”). The focus of such Summer Microschool Programming will be learning loss and to assist students to perform at or above grade level expectations. Prenda may bill for such Summer Microschool Programming at a rate equal to or less than the weekly rate determined for students participating in a District Microschool or Community Learning Pod.

6. Amend Exhibit B Scope of Work by adding Section 1.2.13 as follows:

1.2.13 District Microschool and Community Learning Pod Enrollment. The first day that an enrolled student attends in person instruction at the Microschool shall constitute the First Program Day of enrollment for said student.

7. Amend Exhibit C by removing Source of Funding and replacing with the below:

Source of Funding: Funds to support this request are available in the FY22 and FY23 in the account titled ESSER II – CRRSA Act 2021 and are anticipated to be available in FY24 in ESSER III – ARP 2021, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

AU string – 06-56-56-562010 Grants-Federal

| AU/Class/Account | FY21 | Change | Adjusted FY21 | FY22 | Change | Adjusted FY22 | FY23 | FY24 |
|---------------------|-----------|-------------|---------------|-----------|-------------|---------------|------|------|
| 19580000-072-509073 | 2,000,000 | (2,000,000) | - | - | - | - | - | - |
| 19580000-072-509074 | - | - | - | 4,000,000 | (3,250,000) | 750,000 | - | - |

| | | | | | | | | |
|---------------------|---|---|---|---|---|---|-----------|-----------|
| 19580000-072-509075 | - | - | - | - | - | - | 2,500,000 | - |
| 24370000-072-509073 | - | - | - | - | - | - | - | 2,500,000 |

8. Amend Exhibit C Method of Payment by adding the following sentence:

Reimbursement for Sending District Microschool Leased Space payments, pursuant to paragraph 1.4.4 shall be invoiced monthly. Reimbursement of Summer Microschool programming shall be invoiced monthly.

9. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

10. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 11-16-21
Frank Edelblut, Commissioner of Education Date

Prenda, Inc.

By: Kelly Smith 11/10/21
Kelly Smith, CEO Date

STATE OF N/A COVID 19

On this the _____ day of _____, 20__ before me, N/A COVID 19, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

N/A COVID 19
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 16th day of November, 2021

Christopher Bond
Christopher Bond, Attorney General's Office

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 PRENDA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 31, 2021. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 867411

Certificate Number: 0005465901



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of November A.D. 2021.

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

William M. Gardner
Secretary of State

November 10, 2021

Via U.S. Mail and Email

Marie Blanchard
NH DOE
101 Pleasant Street
Concord, NH 03301
Marilana.Blanchard@doe.nh.gov

Dear Ms. Blanchard,

On April 1, 2021, Prenda; Inc.'s ("Prenda") Board of Directors resolved:

that any individual elected to the office of President or Chief Executive Officer is hereby authorized to sign and deliver any agreement in [Prenda's] name and to otherwise obligate [Prenda] in any respect relating to matters of [Prenda's] business, and to delegate such authority in their discretion

Prenda's Board of Directors similarly resolved that Kelly R. Smith was the President and Chief Executive Officer.

As Prenda's Head of Legal, I certify that the above authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have fully authority to bind the corporation.



Vidula Patki, Head of Legal

November 10, 2021

Date

PRENDA, INC.

ACTION BY UNANIMOUS WRITTEN CONSENT

OF THE BOARD OF DIRECTORS

In accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of Prenda, Inc. (the "*Company*"), the undersigned, constituting all of the members of the Company's Board of Directors (the "*Board*"), hereby takes the following actions and adopts the following resolutions by unanimous written consent without a meeting:

1. Acknowledgment of Appointment of Officers.

RESOLVED, that the following person is hereby acknowledged and confirmed as the Company's officers to the offices set forth opposite their name, to serve until his death, resignation or removal from office, or until his respective successor is duly appointed and qualified:

President, Chief Executive
Officer, Secretary, and
Treasurer

Kelly R. Smith

2. Ratification and Authority of Officers to Enter Into Contracts.

RESOLVED, that any individual elected to the office of President or Chief Executive Officer is hereby authorized to sign and deliver any agreement in the Company's name and to otherwise obligate the Company in any respect relating to matters of the Company's business, and to delegate such authority in their discretion, subject to any budgets or limits as may be approved by the Board.

RESOLVED, that all acts performed and contracts or agreements entered into and all actions of any nature that have been taken or authorized with respect to the Company by the Company's Chief Executive Officer are approved, ratified and adopted as the Company's actions, and the Company hereby assumes all liability thereunder as though such acts or contracts had been performed or entered into by the Chief Executive Officer with the proper authority of the Company.

3. Management of Fiscal Affairs.

RESOLVED, that each of the President, Chief Executive Officer, Chief Financial Officer and Treasurer of the Company are hereby authorized:

- (a) to designate one or more banks or similar financial institutions as depositories of the funds of the Company;
- (b) to open, maintain and close general and special accounts with any such depositories;
- (c) to cause to be deposited, from time to time in such accounts with any such depository, such funds of the Company as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the

Company authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;

- (d) to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Company authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Company against any funds deposited in any of such accounts;
- (e) to authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures;
- (f) to enter into credit card agreements for the Company;
- (g) to borrow funds from time to time on the Company's behalf; and
- (h) to make such general and special rules and regulations with respect to such accounts as they may deem necessary and advisable and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution, and any resolutions, printed on such cards are deemed adopted as a part of this resolution.

RESOLVED FURTHER, that all form resolutions required by any such depository will be, and they hereby are, adopted in such form utilized by such depository, and that the Secretary will be, and hereby is, authorized to certify such resolutions as having been adopted by this Board on the date hereof and that the Secretary will be, and hereby is, directed to insert a copy of any such form resolutions in the Company's minute book.

RESOLVED FURTHER, that any such depository to which a certified copy of such resolutions has been delivered by the Secretary of the Company will be, and it hereby is, authorized and entitled to rely upon such resolutions for all purposes until it has received written notice of the revocation or amendment of these resolutions adopted by the Board.

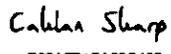
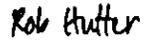
4. **Omnibus Resolutions.**

RESOLVED, that the Company's officers are authorized and empowered, in the name and on behalf of the Company, to execute, certify, file and record such additional agreements, documents and instruments (including, without limitation, soliciting appropriate consents or waivers from stockholders) as may be or become reasonably necessary or convenient to carry out and put into effect the purposes of the foregoing resolutions, and the performance of any such actions and the execution and delivery of any such documents will be conclusive evidence of the approval of the Board thereof and all matters relating thereto.

RESOLVED FURTHER, that any and all actions heretofore taken by the Company's Incorporator, officers and directors in the name and on behalf of the Company in furtherance of the preceding resolutions are ratified, approved, adopted and confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, this Action by Unanimous Written Consent has been executed (or consented to by electronic transmission) by the undersigned of as of the dates set forth below and will be effective as of the date when all of the members of the Board have signed (or consented to by electronic transmission) this Consent. This Consent may be signed in any number of counterparts, each of which will be deemed an original and all of which will constitute one instrument.

| | |
|------------------------------|---|
| Dated: <u>April 1, 2021</u> | DocuSigned by:  59EF8CD8C3B1407... _____ Kelly Smith |
| Dated: <u>April 1, 2021</u> | DocuSigned by:  D03A5B4CA00C490... _____ Cahlan Sharp |
| Dated: <u>March 31, 2021</u> | DocuSigned by:  081D9ECCD9EE491... _____ Rob Hutter |

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner
JUN18'21 AM 8:42 RCV

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

June 3, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu has authorized the Department of Education (DOE) to enter into a sole source contract with Prenda, Inc. (Vendor Code # 352540), 2036 N. Gilbert Road, Suite 2-431 Mesa, AZ 85203, in an amount not to exceed \$6,000,000 to implement the Recovering Bright Futures Program to help support kindergarten through eighth grade students and their families, effective upon Governor approval through September 30, 2022. 100% Federal Funds.

Funds to support this request are available in the account titled Elementary and Secondary School Emergency Relief Fund II for FY21, and FY22, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

| | <u>FY21</u> | <u>FY22</u> | <u>Total</u> |
|-------------------------------------|--------------|-------------|--------------|
| 06-56-56-562010-19580000-072-509073 | \$ 2,000,000 | \$4,000,000 | \$6,000,000 |

EXPLANATION

This request is sole source because Prenda is the known leader in microschool learning pods, offering in-person, small-group, multi-age trauma sensitive learning environments. As such,

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

Prenda is the only vendor with the experience or scale to be able to effectively support this program statewide in New Hampshire.

Prenda will offer microschool learning pod instructional setting to LEAs and New Hampshire students. This instructional model is a small in-person multi-age groupings of students in a trauma sensitive environment that allows children to stabilize, rekindle curiosity, and accelerate learning so that they might catch back up with their peers. Generally, a micro or learning pod has between 5 – 10 students in grades K-2, 3-5 or 6-8 groupings. This may be appropriate for some of your students. This project will be accomplished by providing financial support for Local Education Agencies (LEAs) and New Hampshire students to mitigate potential student learning loss and social emotional disruption resulting from the COVID-19 pandemic. This programming is designed to complement the many efforts that each LEA will be employing and fill in where traditional programming might not be effective.

Through state set-aside funds, as funds permit depending on demand, the Department will provide full tuition for students enrolling in the microschool learning pod for up to 1-year. Students may transition back to their classroom cohort at any time during the program.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

TV



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

March 30, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education (NH DOE) to enter into a **sole source** contract with ~~Prenda~~ Prenda, Inc. (Vendor Code # 352540), 2036 N. Gilbert Road, Suite 2-431 Mesa, AZ 85203, in an amount not to exceed \$6,000,000 to implement the Recovering Bright Futures Program to help support kindergarten through eighth grade students and their families, effective upon Governor approval through September 30, 2022. 100% Federal Funds.

Funds to support this request are available in the account titled ESSER II-CRRSA ACT 2021 for FY21, and FY22, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

| | <u>FY21</u> | <u>FY22</u> | <u>Total</u> |
|-------------------------------------|--------------|-------------|--------------|
| 06-56-56-562010-19580000-072-509073 | \$ 2,000,000 | \$4,000,000 | \$6,000,000 |
| Grants Federal | | | |

EXPLANATION

This request is **sole source** because Prenda is the known leader in microschool learning pods, offering in-person, small-group, multi-age trauma sensitive learning environments. As such, Prenda is the only vendor with the experience or scale to be able to effectively support this program statewide in New Hampshire.

Prenda will offer microschool learning pod instructional setting to LEAs and New Hampshire students. This instructional model is a small in-person multi-age groupings of students in a trauma sensitive environment that allows children to stabilize, rekindle curiosity, and accelerate learning so that they might catch back up with their peers. Generally, a micro or learning pod has between 5 – 10 students in grades K-2, 3-5 or 6-8 groupings. This project will be accomplished by

His Excellency, Governor Christopher T. Sununu

Page 2 of 2

providing financial support for Local Education Agencies (LEAs) and New Hampshire students to mitigate potential student learning loss and social emotional disruption resulting from the COVID-19 pandemic. This programming is designed to complement the many efforts that each LEA will be employing and fill in where traditional programming might not be effective.

Through state set-aside funds, as funds permit depending on demand, the Department will provide full tuition for students enrolling in the microschoool learning pod for up to 1-year. Students may transition back to their classroom cohort at any time during the program.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05 and suspend the Manual of Procedures 150, V., B., 1., requirement.

4.7.21
Date


Governor Christopher T. Sununu

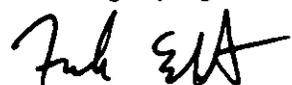
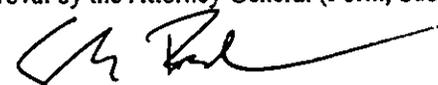
Notice: This agreement and all of its attachments shall become public upon submission to Governor for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Prenda, Inc. | | 1.4 Contractor Address 2036 N. Gilbert Rd., Ste 2-431 Mesa, AZ 85203 | |
| 1.5 Contractor Phone Number (480)359-5230 | 1.6 Account Number See Exhibit C | 1.7 Completion Date September 30, 2022 | 1.8 Price Limitation \$6,000,000.00 |
| 1.9 Contracting Officer for State Agency Frank Edelblut, Commissioner | | 1.10 State Agency Telephone Number 603-271-3144 | |
| 1.11 Contractor Signature  Date: 4/1/21 | | 1.12 Name and Title of Contractor Signatory Kelly Smith, CEO | |
| 1.13 State Agency Signature  Date: 4-2-21 | | 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:  On: 4/2/21 Christopher Bond | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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.

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, 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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Program Assurances, see Attachment 1

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).

Statement on Workers Compensation

Prenda does not currently have, and does not anticipate having, any New Hampshire employees throughout the duration of this agreement. Should Prenda acquire any employees, however, Prenda acknowledges its obligation to obtain workers compensation insurance in the amounts specified in Section 15 of the Agreement.

Subrecipient

Section 11 of the Agreement notwithstanding, the parties agree and acknowledge that Prenda, Inc. ("Prenda") is a subrecipient pursuant to 2 CFR Part 200.

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EXHIBIT B

Scope of Services

1.1 THE RECOVERING BRIGHT FUTURES PROGRAM

- 1.1.1 *Provision of the Recovering Bright Futures Program.* Subject to the terms of this Agreement, Prenda will provide participating New Hampshire students with the Recovering Bright Futures Program, which will consist of the Prenda Curriculum and access for students enrolled in the Recovering Bright Futures Program pursuant to Section 2.2.1 (each, a "Prenda Learner") to a network of independent Guides who lead one or more Microschools, as that term is defined below.

1.2 PRENDA LEARNERS

- 1.2.1 *District Microschools and Community Learning Pods.* Prenda will assist the New Hampshire Department of Education ("NHDOE") in setting up two types of Microschools: 1) Microschools created at the request of a New Hampshire public school district that has obtained a grant from the NHDOE for that purpose ("District Microschools"); and 2) Microschools created at the direct request of the NHDOE ("Community Learning Pods")(collectively hereinafter "Microschools").
- 1.2.2 *Eligibility, District Microschools.* Any child who is currently enrolled in a K-8 New Hampshire public school that has elected to work with Prenda to create a District Microschool (a "Sending School District") may participate in the Recovering Bright Futures Program by enrolling in a District Microschool, space permitting, on the condition that the Prenda Learner and the Sending School District agree to and meet Prenda's Recovering Bright Futures Program terms, as updated by Prenda from time to time and that the Prenda Learner comply with Prenda's behavioral and academic expectations, as determined by Prenda in its sole and absolute discretion.
- 1.2.3 *Eligibility, Community Learning Pods.* Any child who is currently a New Hampshire resident and eligible to enroll in a New Hampshire public school may participate in the Recovering Bright Futures Program by enrolling in an *Community Learning Pod*, space permitting, on the condition that the Prenda Learner and the NHDOE agree to Prenda's Recovering Bright Futures Program terms, as updated by Prenda from time to time and that the Prenda Learner comply with Prenda's behavioral and academic expectations, as determined by Prenda in its sole and absolute discretion. The parents or guardians of any child that enrolls in a Community Learning Pod shall be required to comply with NH RSA 193-A, including filing an intent to enter a Home Education program.
- 1.2.4 *Enrollment Procedures.* Prenda will assist NHDOE and participating Sending Districts, as that term is defined herein, in enrolling students in applicable Microschools for the purpose of participating in the Recovering Bright Futures Program. During enrollment, Prenda will collect Prenda Learner information needed for enrollment into a Microschool. This data will be provided in a timely manner to NHDOE, or the Sending District, upon which NHDOE or the Sending District will receive and send back to Prenda, in a timely manner, any necessary data to allow for future reporting (e.g., attendance or academic data), such as an enrolling Prenda Learner student identification number (or similar identifier). Prenda will provide a data template for approval to the NHDOE, or the Sending District, prior to the enrollment period, so that specific processes around

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student enrollment information and the data format used, can be mutually agreed upon. Prenda or the NHDOE or the Sending District will have 30 days or a commercially reasonable time, whichever is longer, to agree on the necessary processes around student enrollment information, including but not limited to the data collected by each party, or either party may determine that the requested information and/or processes cannot reasonably be met, either in form, content, or timing, and may determine that such request is grounds for termination of enrollment. Prenda may use whatever software, systems, or procedures that are compliant with the laws and regulations governing New Hampshire schools and Prenda to collect and format that data and submit it to NHDOE, or the Sending District, as applicable. Prenda will use, comply with, and implement any other systems, policies, and procedures that Client has provided that are required by law or regulation.

1.2.5 *Attendance Reporting.* Prenda will report attendance information to NHDOE or the Sending District with a regular and consistent cadence, as agreed upon by all parties. Prenda will provide a data template for approval to the NHDOE, or the Sending District, prior to the start of the school year, so that specific processes around student attendance information and the data format used, can be mutually agreed upon. Prenda or the NHDOE or the Sending District will have 30 days or a commercially reasonable time, whichever is longer, to agree on the necessary processes, data specifications, and frequency, of student attendance reporting. Prenda may use whatever software, systems, or procedures that are compliant with the laws and regulations governing New Hampshire public schools and Prenda to collect and format that data and submit it to the Sending District or the NHDOE, as applicable. Prenda will use, comply with, and implement any other systems, policies, and procedures that the Sending District or the NHDOE, as applicable, has provided that are required by law or regulation.

1.2.6 *Conditions for Removal from the Recovering Bright Futures Program for a Student in a District Microschool.* If Prenda determines that, in its reasonable discretion, the Recovering Bright Futures Program does not maximize the learning opportunities for a Prenda Learner, Prenda will notify the Sending District of its determination by written notice (a "Determination Notice"). If the Sending District, in its reasonable discretion, determines that the Recovering Bright Futures Program does not maximize the learning opportunities for a Prenda Learner, the Sending District will notify Prenda of its determination by written Determination Notice. The NHDOE shall establish a procedure to require any Sending District or Prenda to send a Determination Notice in the event of such determination and shall set forth a process by which a representative for Prenda and for the Sending District will meet within five business days after receipt of such Determination Notice to discuss the reasons for the removal. Prenda may not remove any student from the Recovering Bright Futures Program unless the NHDOE, after consultation with the Sending District, provides written consent, which will not be unreasonably withheld, conditioned, or delayed. NHDOE is not required to grant its consent unless (i) the Sending District is able to place the student in a different program of instruction offered by the Sending District, whether at a school operated by the Sending District or elsewhere, (ii) the placement of the student in an alternative program of instruction will not violate any law or regulation to which the Sending District is subject (including those that may be required by the Individuals with Disabilities Education Act), and (iii) the transition will not give rise to a Compliance Notice. The parties acknowledge that the final grant award executed by the sending district may differ from the Form Grant Award, attached hereto as Schedule 1-B to this Exhibit B, but that the Form Grant Award shall, at a minimum, contain the provisions specified to be included in this Exhibit B.

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- 1.2.7 *Conditions for Removal from the Recovering Bright Futures Program for a Student in a Community Learning Pod.* If either Prenda or the NHDOE determines that, in its reasonable discretion, the Recovering Bright Futures Program does not maximize the learning opportunities for a Prenda Learner, Prenda or the NHDOE, as applicable, will notify the other of its determination by written notice (a "Determination Notice"). A representative for Prenda and for NHDOE will meet within five business days after receipt of such Determination Notice to discuss the reasons for the removal. Prenda may not remove any student from the Recovering Bright Futures Program unless the NHDOE provides written consent, which will not be unreasonably withheld, conditioned, or delayed. NHDOE is not required to grant its consent unless (i) the NHDOE is able place the student in a different program of instruction offered for which the student is eligible, whether at a school operated by the student's resident school district or elsewhere, (ii) the placement of the student in an alternative program of instruction will not violate any law or regulation to which New Hampshire public schools are subject (including those that may be required by the Individuals with Disabilities Education Act), and (iii) the transition will not give rise to a Compliance Notice.
- 1.2.8 *Removal from the Recovering Bright Futures Program.* If the conditions for removal of a student from a *Community Learning Pod* in 1.2.7 are satisfied, NHDOE and Prenda will jointly consult with the parent(s) or legal guardian of the student that is to be removed from the program to develop a timeline for the transition of the student to an alternative program. NHDOE will only owe Prenda a Service Fee for the period during which such student was enrolled in the Recovering Bright Futures Program through the date of the student's removal from the Recovering Bright Futures Program. For removal of students from a District Microschool pursuant to 1.2.6, the process will be the same as set forth in this paragraph 1.2.8, except that the obligations of the Sending District will be addressed in the District Microschool grant agreement. See Schedule 1-B.
- 1.2.9 *Reporting to the Sending District and the NHDOE.* Prenda will provide the Sending District or the NHDOE, as applicable, with the reports, feedback, and other documentation or information about Prenda Learners as set forth in the standard Prenda Learner Reports, as updated from time-to-time upon the mutual written agreement of the Prenda and the Sending District (each a "Report"). For each Report for a Community Learning Pod, the NHDOE will specifically identify the data, form, timing, manner, and such other content that should be included in the Report. For each Report for a District Microschool, the NHDOE shall set forth in the Sending District's grant agreement that information that shall be provided to Prenda, including identification of the data, form, timing, manner, and such other content. Prenda is not responsible for any Report that is not specified in the Prenda Learner Reports other than those obligations set forth in paragraph 1.5.2, excepting information required to be submitted to the NHDOE, or by the Sending District to the NHDOE, by state or federal law.
- 1.2.10 *Communication with Parents, the Sending District, and the NHDOE.* Subject to any restrictions imposed by law regarding student privacy, including the Family Educational Rights and Privacy Act ("FERPA"), court order or instruction, or as otherwise restricted by the parent or legal guardian of a child, Prenda may communicate with and provide feedback directly to the NHDOE and the Sending District, as applicable, and to the parents or legal guardians of Prenda Learners. Such communications may include information regarding Prenda Learners' attendance; academic progress reports, success, and probation; academic or behavioral concerns; and other feedback deemed appropriate by Prenda.

- 1.2.11 *District Microschool Enrollment.* Students will be enrolled in District Microschools in groups of five (5) to ten (10) students.
- 1.2.12 *Community Learning Pod Enrollment.* Students will be enrolled at Community Learning Pods created at the request of the NHDOE in groups of up to five (5) to ten (10). Students enrolling in Community Learning Pods may reside in any school district in New Hampshire, regardless of whether their resident district has established a District Microschool.

1.3 CURRICULUM

- 1.3.1 *Curriculum.* In addition to the rights Prenda is providing the NHDOE and Sending Districts to the Prenda Curriculum and Deliverables, Prenda will provide the NHDOE and Sending Districts with rights to use certain digital aspects of the Prenda Curriculum.
- 1.3.2 *Pacing.* Prenda will support Prenda Learners to progress through the Prenda Curriculum at a pace and timeline deemed appropriate to the Prenda Learner as determined by Prenda. Prenda will consult with the NHDOE or the Sending District, as appropriate, if the NHDOE or the Sending District desires Prenda to implement a particular pacing strategy with a Prenda Learner. Prenda reserves the right to make the final decision about pacing for Prenda Learners within the context of the Recovering Bright Futures Program.
- 1.3.3 *Statewide Achievement Assessments.* Prenda will require that each Prenda Learner participate in all applicable statewide achievement assessments required by and pursuant to federal and New Hampshire state statute. NHDOE or the Sending District, as appropriate, will assist Prenda in enforcing such requirements. Prenda will assist the NHDOE or the Sending District, as applicable in the administration of the applicable statewide achievement assessment, but the NHDOE or the Sending District, as applicable remains solely responsible for communicating with, reporting to, procuring exams from, and complying with applicable legal and regulatory requirements established or administered by the NHDOE, or any or other State agency.
- 1.3.4 *Teacher of Record.* Prenda will provide a teacher of record for Prenda Learners. All teachers of record, whether provided by Prenda, the NHDOE, or the Sending District, shall possess current certification pursuant to NH Admin. Rule Ed 300, et seq. The District Microschool grant agreements between the NHDOE and the Sending District shall require that the Sending District must receive Prenda's consent for each teacher of record provided for a District Microschool, if such teacher of record is provided by the Sending District.
- 1.3.5 *Guides.* As part of the Recovering Bright Futures Program, Prenda will find and coordinate Guides to provide supervision of Prenda Learners at a Microschool Location overseen by the Guide. Each Sending District will be required to perform a criminal history records check as set forth in N.H. RSA 189:13-a, on each individual Guide. In accordance with N.H. law, no Guide will be allowed to participate in the Recovering Bright Futures Program if that individual has any been arrested for and is currently awaiting disposition or has been convicted of any of the offenses enumerated in N.H. RSA 189:13-a, V. Prenda will also perform due diligence on each Guide, including criminal history background checks and sex-offender registration searches. Prenda will, minimally, not permit any Guide that has violated any offense enumerated in NH RSA 189:13-a, V, as determined through Prenda's background check process, to knowingly have contact with Prenda Learners. Prenda will require Guides to sign any additional confidentiality documentation as agreed to by the Parties and will provide the NHDOE or the Sending District, as applicable, with

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executed copies of such documentation not less than two weeks prior to the date on which such Guide will commence operation of their Microschool.

1.4 MICROSCHOOL LOCATIONS

- 1.4.1 *Microschool Locations.* Microschool Locations are places where Prenda Learners may meet physically for collaborative, small group learning sessions under the supervision of one or more Guides. As part of the Recovering Bright Futures Program, Prenda will take reasonable care to ensure that Microschool Locations are clean, safe, and secure. Community Learning Pod Locations will be approved by Prenda in its sole discretion, and may include a home, a public library, or other physical space appropriate for children. District Microschools will be approved by Prenda in consultation with the Sending District, and will also be compliant with local building codes applicable to New Hampshire K-12 public schools.
- 1.4.2 *Assigning Prenda Learners to Microschool Locations.* Prenda, in its sole discretion, except as set forth herein, will assign Prenda Learners to a particular Microschool Location based on factors that may include proximity to the Prenda Learner's home; preferences expressed by the parents or guardians of the Prenda Learner; or such other factors as Prenda deems appropriate, except that Prenda Learners sent to a Microschool by a Sending District must be placed in a District Microschool created by that Sending District or that the Sending District participates in. Prenda Learners are permitted to attend only their assigned Microschool Location unless Prenda approves otherwise in writing. Prenda cannot guarantee that every Prenda Learner will find a suitable Microschool Program; there may not be enough Microschool Locations to meet demand, particularly within a given geographic area, and Prenda may follow a procedures used by New Hampshire Charter Schools and provide a lottery to determine admission to a Microschool, subject to federal and state anti-discrimination laws.
- 1.4.3 *Changes in Assigned Microschool Locations.* Prenda reserves the right in its sole discretion to change a Prenda Learner's assigned Community Learning Pod Location at any time. A Prenda Learner's assigned District Microschool location can only be changed based on the agreement of Prenda and the applicable Sending District. The Sending District will not unreasonably withhold approval of a change in microschool locations. In the event Prenda changes an assigned Microschool Location or requests a change, the NHDOE or the Sending District, as applicable, may request details surrounding the change, including the replacement Microschool Location to which the affected Prenda Learner will be assigned and reasons for the change of or requested change of a Prenda Learner's assigned Microschool Location.

1.5 COMPLIANCE WITH STATUTES AND ADMINISTRATIVE RULES

- 1.5.1 *District Microschools.* Prenda, working with the Sending District in accordance with the requirements set forth in the Sending District's grant agreement, shall ensure compliance with NH Admin. Rule Ed 306 for all students enrolled in a District Microschool. Those requirements may be addressed, in part, in a Sending District's Alternative Program designation pursuant to NH Admin. Rule Ed 306.21.
- 1.5.2 *Community Learning Pods.* All students enrolled in a Community Learning Pod shall have completed a notice of intent to pursue home education pursuant to RSA 193-A:5 ("Home Education Notice") with either the NHDOE, a participating agency or their district of residence. Prenda must receive a copy of such Home Education Notice acknowledgment before enrolling the student as a Prenda Learner in a Community Learning Pod. Prenda shall maintain student records

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for each student enrolled in a Community Learning Pod in accordance with the portfolio requirements set forth in RSA 193-A:6, I and shall provide a copy of such records to the parents or other legal guardians of each enrolled Prenda Learner within 30 days of the final day of the school year.

2 RIGHTS AND OBLIGATIONS

- 2.1 *School of Record, District Microschool.* Any students enrolled in a District Microschool shall be deemed to be a student of record of the Prenda Learner's Sending District, unless the Sending District has specified that the student is a student from a different district. In those instances, the student shall be deemed a student of the district so identified by the Sending District.
- 2.2 *School of Record, Community Learning Pod.* Students enrolled in a Community Learning Pod shall be considered Home Education Students pursuant to RSA 193-A:1 through 193-A:11 and shall have completed a Home Education Notice as set forth in Section 1.5.2. Parents or guardians of all Prenda Learners in a Community Learning Pod shall be notified upon enrollment that their students are considered Home Education students pursuant to New Hampshire state law and that they must therefore comply with the requirements of RSA 193-A:5. The NHDOE shall be responsible to coordinate and support Prenda in the administration of statewide achievement assessments to all Community Learning Pod enrollees.

2.3 SPECIAL EDUCATION

- 2.3.1 *Special Education and Section 504 Plans in District Microschools.* As the school of record for Prenda Learners, the Sending District is ultimately responsible for ensuring compliance with all special education obligations relating to Prenda Learners, including the Individuals with Disabilities Education Act ("IDEA") and for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). Prenda's sole responsibility with respect to these plans is to follow any individualized education program ("IEP") or Section 504 plan ("504 Plan") (IEP and 504 Plan collectively being the "Individualized Plans") that is properly created and adopted by the Sending District for a Prenda Learner who is actively participating in the Recovering Bright Futures Program. The Sending District will consider Individualized Plan instruction recommendations made by the Guide or other Prenda personnel with respect to Prenda Learners, but the Sending District retains sole authority and responsibility for creating, facilitating, and lawfully adopting Individualized Plans for Prenda Learners. Prenda is responsible only for implementing those portions of any Individualized Plans that have been properly communicated in writing to Prenda by the Sending District and that are directly related to the Recovering Bright Futures Program and Prenda Curriculum. By way of example and not limitation, Prenda will have no obligation to implement any special services included in an Individualized Plan that must be provided by a speech-language pathologist, physical therapist, or occupational therapist. Prenda will assist Sending districts with conducting assessments and interventions for Prenda Learners as needed. For purposes of this paragraph, the Sending District means either the Sending District or the school designated as the school of record by the Sending District pursuant to Section 2.1.
- 2.3.2 *IEP Meetings.* If a Prenda Learner parent or guardian makes a reasonable request to have a Prenda representative or Guide participate in a Prenda Learner's "individualized education

program” meeting as may be required by the IDEA (“IEP Meeting”), the Sending District, or the district designated by the Sending District as the student’s district of record, will accommodate the request to the greatest extent allowed by state and federal law as determined by the Prenda Learner parent or guardian.

2.3.3 *Special Education in Community Learning Pods.* Upon the filing of a Home Education Notice, a parent and student waive their rights to protection of certain special education laws, including certain aspects of the Individuals with Disabilities Education Act (“IDEA”) and NH Admin Rule 1100, et seq.

2.4 **REPORTS ON PRENDA LEARNERS AND COMPLIANCE METRICS.** Upon request, the NHDOE and Prenda will provide each other with written notifications and reports regarding Prenda Learner’s academic performance, discipline, and other topics, as reasonably requested and necessary. Prenda will perform regular periodic assessments to determine if students are making academic progress and shall provide copies of such assessments to NHDOE.

2.5 **TRAINING AND SUPPORT WITH NHDOE PROCEDURES.** The NHDOE will provide Prenda personnel, including Guides, with training and support for the systems, software, policies, and procedures used by the NHDOE that are applicable to Prenda’s interactions with Prenda Learners.

2.6 **ASSURANCES.** Prenda agrees to provide to the NHDOE Federal Assurances as presented in Attachment 1 to Exhibit A to this Agreement.

POINT OF CONTACT FOR CLIENT. NHDOE and each Sending District, as applicable, will appoint a liaison to act as a point of contact with Prenda. To start, the point of contact will be the person listed on the first page of this Agreement. If the NHDOE or Prenda changes the point of contact, each will mutually consult with the other.

Contractor Initials KS
Date 4/1/21

EXHIBIT C

Method of Payment

Table C-1

| A | B | C | D |
|-------------------------|--|---------------------------------|---------|
| Student Enrollment Date | Payment Date | Percent of Program Year Payment | Amount |
| First Program Day | Start of Program year ("First Program Day") plus 30 days | 30% | \$1,500 |
| November 1 | December 1 | 30% | \$1,500 |
| February 1 | March 1 | 30% | \$1,500 |
| Last Program Day | First Program Day[1] plus 30 days | 10% | \$500 |
| | | | \$5,000 |

Limitation on Price: This Contract will not exceed \$6,000,000.00

Source of Funding: Funds to support this request are available in the account titled ESSER II – CRRSA Act 2021 in FY 21 and FY'22 as follows:

| | | |
|-------------------------------------|----------------|----------------|
| | FY'21 | FY'22 |
| 06-56-56-562010-19580000-072-509073 | \$2,000,000.00 | \$4,000,000.00 |

Grants Federal

Method of Payment: Prenda services for the Recovering Bright Futures Program (the "Program") will be billed on a pro rata basis at an annualized rate of \$5,000 per student per Program year, on the following schedule and terms: Payments from NHDOE will be made in four installments, on a per pupil basis in the amounts indicated in column D of Table C-1 only for those students actually enrolled on the corresponding date in Column A of Table C-1. Such payments will be made on the applicable date indicated in Column B of Table C-1.

Contractor Initials KS
Date 4/1/21

Payment will be subject to funds availability. In the event that funds are not available, NH DOE shall immediately notify Prenda.

[1] Indicates First Program Day of the subsequent program year. In the event that the program is not renewed, payment will be due 90 days after the conclusion of the Last Program Day.

Contractor Initials KS
Date 4/1/21

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 KS
Date 4/1/21

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 KS
Date 4/1/21

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.

Contractor Initials KS
Date 4/1/21

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 KS
Date 4/1/21

Attachment 1, Program Assurances



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

New Hampshire Department of Education

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY (ESSER II) FUND GRANT PROGRAM ASSURANCES

Subrecipients must submit a signed copy of these Program Assurances to the New Hampshire Department of Education prior to receiving funds for grants awarded under the Elementary and Secondary School Emergency Relief II (ESSER II) Fund as authorized in section 313 of the Coronavirus response and Relief Supplemental Appropriations (CRRSA) Act, 2021. By signing these ESSER II Fund Program Assurances, the subrecipient assures that it will accept and administer the funds in accordance with all applicable Federal statutes and regulations.

The subrecipient hereby assures the New Hampshire Department of Education that it will:

1. Comply with the requirement that, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
2. Comply with the requirement that, to the extent applicable, the subrecipient will include in its application for ESSER funds a description of how it will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the subrecipient proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.
3. Comply with the requirement that the subrecipient will adhere to the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

4. Have the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this application.
5. Comply with the requirement to cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the State of New Hampshire and its agencies; (ii) the US Department of Education and/or its Inspector General or the Comptroller General of the United States; or (iii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority; and will establish a proper accounting system in accordance with generally accepted accounting standards or NHDOE directives.
6. Initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Additionally, will comply with the requirement that none of the funds expended under this program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.
8. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
9. Comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

11. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. This program will be administered in accordance with applicable statutes, regulations, program plans, and applications.
12. Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
13. Comply with the requirements adopted by the US Department of Education in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes.

Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

"a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

"b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

14. Comply with the requirement to make reports available to the NHDOE and to the US Department of Education Secretary as may be needed for the NHDOE and the Secretary to perform their duties under this program, and maintain records (as required in GEPA Section 443) and provide access to those records as is deemed necessary by the NHDOE or Secretary to carry out their responsibilities.
15. Comply with the requirement that subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Subrecipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
16. Comply with the requirements that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, subrecipients shall clearly state:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and

- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Subrecipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

17. The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the subrecipient agrees to include the following certification with all requests for payment, in accordance with 2CFR 200.415(a):

"By signing this [request for payment] document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are or the purpose and objectives set forth in the terms and conditions of the Project 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."

By signing this document, I attest I have read and understand the obligations of all the assurance statements above (1 through 16) for the ESSER II Fund grant and will ensure that the subrecipient named below complies with these assurances.

Subrecipient Name: Prenda, Inc

Name of Authorized Official: Kelly Smith

Signature of Authorized Official : *Kelly Smith*

Date: 4/1/21

Schedule 1-B: Form Grant Award



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

**Sample
GRANT SUB-AWARD NOTIFICATION**

| I. PRIMARY AWARD | |
|-------------------------|--|
| A | Granting Authority: United States Department of Education |
| B | Grant Program Name: Elementary and Secondary School Emergency Relief Fund II |
| C | Funding Opportunity Number: ESSER II # |
| D | CFDA Number: 84.425D |
| E | Awarded Agency: Division of Learner Support |
| F | Initial Award Date: January 29, 2021 |
| G | FAIN: |
| H | Governor & Executive Council Approval Date: March XX, 2021 |
| II. SUB-AWARD | |
| A | Sub-Award Recipient Name and Address: |
| B | Sub-Award Recipient Data Universal Numbering System (DUNS) Number: |
| C | Action Number & Type: 01 New Award |
| D | Date of this Action: |
| E | Sub-Award Type: Project grant |
| F | Project Description: Recovering Bright Futures Program |

Schedule 1-B: Form Grant Award

Description of the Program:
The department of education, in partnership with participating New Hampshire public school districts (LEAs), and Prenda Schools, has developed a grant program – Recovering Bright Futures – to help schools support for kindergarten through eighth grade students and their families.

This project will be accomplished by providing financial support to LEAs to mitigate potential student learning loss and social emotional disruption resulting from the COVID-19 pandemic. This programming is designed to complement the many efforts that each LEA will be employing and fill in where traditional programming might not be useful.

What is a microschool? It involves, in the early years, small in-person multi-age groupings of students in a trauma sensitive environment that allows children to stabilize, rekindle curiosity, and accelerate learning so that they might catch back up with their peers. Generally, a micro or learning pod has between 5 – 10 students in grades K-2, 3-5 or 6-8 groupings.

One New Hampshire elementary education teacher who used this type of model this year described it as outstanding and that her own child was thriving. The learning system, which is aligned to the New Hampshire academic standards, focuses around empowering learners through three different mastery and project-based learning modes each day: Conquer, Collaborate and Create.

Required Activities:

- Instruction will be conducted 100% by Prenda
- Special Education services will be provided both by Prenda, where appropriate, and the LEA. Prenda has the capacity to meet many IEP accommodation's and certain specialized services will continue to be provided by the LEA. The LEA will continue to have IEP support services responsibility.
- Instruction will occur in an approved facility that is agreed upon between the LEA and Prenda Schools.
- The LEA and Prenda will agree on data reporting, including attendance, student progress, etc.
- The LEA will agree to receive students back from the microschool learning pod if the LEA, family or Prenda determine that the student would benefit from a return to the classroom learning environment

Eligibility, District Microschools. Any child who is currently enrolled in a K-8 New Hampshire public school that has elected to work with Prenda to create a District Microschool (a "Sending School District") may participate in the Recovering Bright Futures Program by enrolling in a District Microschool, space permitting, on the condition that the Prenda Learner and the Sending School District agree to and meet Prenda's Recovering Bright Futures Program terms, as updated by Prenda from time to time and that the Prenda Learner comply with Prenda's behavioral and academic expectations, as determined by Prenda in its sole and absolute discretion.

Enrollment Procedures. Prenda will assist NHDOE and participating Sending Districts, as that term is defined herein, in enrolling students in applicable Microschools for the purpose of participating in the Recovering Bright Futures Program. During enrollment, Prenda will collect Prenda Learner information needed

Schedule 1-B: Form Grant Award

for enrollment into a Microschool. This data will be provided in a timely manner to NHDOE, or the Sending District, upon which NHDOE or the Sending District will receive and send back to Prenda, in a timely manner, any necessary data to allow for future reporting (e.g., attendance or academic data), such as an enrolling Prenda Learner student identification number (or similar identifier). Prenda will provide a data template for approval to the NHDOE, or the Sending District, prior to the enrollment period, so that specific processes around student enrollment information and the data format used, can be mutually agreed upon. Prenda or the NHDOE or the Sending District will have 30 days or a commercially reasonable time, whichever is longer, to agree on the necessary processes around student enrollment information, including but not limited to the data collected by each party, or either party may determine that the requested information and/or processes cannot reasonably be met, either in form, content, or timing, and may determine that such request is grounds for termination of enrollment. Prenda may use whatever software, systems, or procedures that are compliant with the laws and regulations governing New Hampshire schools and Prenda to collect and format that data and submit it to NHDOE, or the Sending District, as applicable. Prenda will use, comply with, and implement any other systems, policies, and procedures that Client has provided that are required by law or regulation.

Attendance Reporting. Prenda will report attendance information to NHDOE or the Sending District with a regular and consistent cadence, as agreed upon by all parties. Prenda will provide a data template for approval to the NHDOE, or the Sending District, prior to the start of the school year, so that specific processes around student attendance information and the data format used, can be mutually agreed upon. Prenda or the NHDOE or the Sending District will have 30 days or a commercially reasonable time, whichever is longer, to agree on the necessary processes, data specifications, and frequency, of student attendance reporting. Prenda may use whatever software, systems, or procedures that are compliant with the laws and regulations governing New Hampshire public schools and Prenda to collect and format that data and submit it to the Sending District or the NHDOE, as applicable. Prenda will use, comply with, and implement any other systems, policies, and procedures that the Sending District or the NHDOE, as applicable, has provided that are required by law or regulation.

Conditions for Removal from the Recovering Bright Futures Program for a Student in a District Microschool. If Prenda determines that, in its reasonable discretion, the Recovering Bright Futures Program does not maximize the learning opportunities for a Prenda Learner, Prenda will notify the Sending District of its determination by written notice (a "Determination Notice"). If the Sending District, in its reasonable discretion, determines that the Recovering Bright Futures Program does not maximize the learning opportunities for a Prenda Learner, the Sending District will notify Prenda of its determination by written Determination Notice. The NHDOE shall establish a procedure to require any Sending District or Prenda to send a Determination Notice in the event of such determination and shall set forth a process by which a representative for Prenda and for the Sending District will meet within five business days after receipt of such Determination Notice to discuss the reasons for the removal. Prenda may not remove any student from the Recovering Bright Futures Program unless the NHDOE, after consultation with the Sending District, provides written consent, which will not be unreasonably withheld, conditioned, or delayed. NHDOE is not required to grant its consent unless (i) the Sending District is able to place the student in a different program of instruction offered by the Sending District, whether at a school operated by the Sending District or elsewhere, (ii) the placement of the student in an alternative program of instruction will not violate any law or regulation to which the Sending District is subject (including those that may

Schedule 1-B: Form Grant Award

be required by the Individuals with Disabilities Education Act), and (iii) the transition will not give rise to a Compliance Notice.

Removal from the Recovering Bright Futures Program. If the conditions for removal of a student from a District Microschool are satisfied, Sending district and Prenda will jointly consult with the parent(s) or legal guardian of the student that is to be removed from the program to develop a timeline for the transition of the student to an alternative program.

Reporting to the Sending District and the NHDOE. Prenda will provide the Sending District or the NHDOE, as applicable, with the reports, feedback, and other documentation or information about Prenda Learners as set forth in the standard Prenda Learner Reports, as updated from time-to-time upon the mutual written agreement of the Prenda and the Sending District (each a "Report"). For each Report for a Community Learning Pod, the NHDOE will specifically identify the data, form, timing, manner, and such other content that should be included in the Report. For each Report for a District Microschool, the NHDOE shall set forth in the Sending District's grant agreement that information that shall be provided to Prenda, including identification of the data, form, timing, manner, and such other content. Prenda is not responsible for any Report that is not specified in the Prenda Learner Reports other than those obligations set forth above, excepting information required to be submitted to the NHDOE, or by the Sending District to the NHDOE, by state or federal law.

Communication with Parents, the Sending District, and the NHDOE. Subject to any restrictions imposed by law regarding student privacy, including including the Family Educational Rights and Privacy Act FERPA, court order or instruction, or as otherwise restricted by the parent or legal guardian of a child, Prenda may communicate with and provide feedback directly to the NHDOE and the Sending District, as applicable, and to the parents or legal guardians of Prenda Learners. Such communications may include information regarding Prenda Learners' attendance; academic progress reports, success, and probation; academic or behavioral concerns; and other feedback deemed appropriate by Prenda.

District Microschool Enrollment. Students will be enrolled in District Microschools in groups of five (5) to ten (10) students.

Curriculum. In addition to the rights Prenda is providing the NHDOE and Sending Districts to the Prenda Curriculum and Deliverables, Prenda will provide the NHDOE and Sending Districts with rights to use certain digital aspects of the Prenda Curriculum.

Pacing. Prenda will support Prenda Learners to progress through the Prenda Curriculum at a pace and timeline deemed appropriate to the Prenda Learner as determined by Prenda. Prenda will consult with the NHDOE or the Sending District, as appropriate, if the NHDOE or the Sending District desires Prenda to implement a particular pacing strategy with a Prenda Learner. Prenda reserves the right to make the final decision about pacing for Prenda Learners within the context of the Recovering Bright Futures Program.

Statewide Achievement Assessments. Prenda will require that each Prenda Learner participate in all applicable statewide achievement assessments required by and pursuant to federal and New Hampshire state statute. NHDOE or the Sending District, as appropriate, will assist Prenda in enforcing such requirements. Prenda will assist the NHDOE or the Sending District, as applicable in the administration of the applicable statewide achievement assessment, but the NHDOE or the Sending District, as applicable remains solely responsible for communicating with, reporting to, procuring exams from, and complying with applicable legal and regulatory

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requirements established or administered by the NHDOE, or any or other State agency.

Teacher of Record. Prenda will provide a teacher of record for Prenda Learners. All teachers of record, whether provided by Prenda, the NHDOE, or the Sending District, shall possess current certification pursuant to NH Admin. Rule Ed 300, et seq. The District Microschool grant agreements between the NHDOE and the Sending District shall require that the Sending District must receive Prenda's consent for each teacher of record provided for a District Microschool, if such teacher of record is provided by the Sending District.

Guides. As part of the Recovering Bright Futures Program, Prenda will find and coordinate Guides to provide supervision of Prenda Learners at a Microschool Location overseen by the Guide. Each Sending District will be required to perform a criminal history records check as set forth in N.H. RSA 189:13-a, on each individual Guide. In accordance with N.H. law, no Guide will be allowed to participate in the Recovering Bright Futures Program if that individual has any been arrested for and is currently awaiting disposition or has been convicted of any of the offenses enumerated in N.H. RSA 189:13-a, V. Prenda will also perform due diligence on each Guide, including criminal history background checks and sex-offender registration searches. Prenda will, minimally, not permit any Guide that has violated any offense enumerated in NH RSA 189:13-a, V, as determined through Prenda's background check process, to knowingly have contact with Prenda Learners. Prenda will require Guides to sign any additional confidentiality documentation as agreed to by the Parties and will provide the NHDOE or the Sending District, as applicable, with executed copies of such documentation not less than two weeks prior to the date on which such Guide will commence operation of their Microschool.

Microschool Locations. Microschool Locations are places where Prenda Learners may meet physically for collaborative, small group learning sessions under the supervision of one or more Guides. As part of the Recovering Bright Futures Program, Prenda will take reasonable care to ensure that Microschool Locations are clean, safe, and secure. Community Learning Pod Locations will be approved by Prenda in its sole discretion, and may include a home, a public library, or other physical space appropriate for children. District Microschools will be approved by Prenda in consultation with the Sending District, and will also be compliant with local building codes applicable to New Hampshire K-12 public schools.

Assigning Prenda Learners to Microschool Locations. Prenda, in its sole discretion, except as set forth herein, will assign Prenda Learners to a particular Microschool Location based on factors that may include proximity to the Prenda Learner's home; preferences expressed by the parents or guardians of the Prenda Learner; or such other factors as Prenda deems appropriate, except that Prenda Learners sent to a Microschool by a Sending District must be placed in a District Microschool created by that Sending District or that the Sending District participates in. Prenda Learners are permitted to attend only their assigned Microschool Location unless Prenda approves otherwise in writing. Prenda cannot guarantee that every Prenda Learner will find a suitable Microschool Program; there may not be enough Microschool Locations to meet demand, particularly within a given geographic area, and Prenda may follow a procedures used by New Hampshire Charter Schools and provide a lottery to determine admission to a Microschool, subject to federal and state anti-discrimination laws.

Changes in Assigned Microschool Locations. Prenda reserves the right in its sole discretion to change a Prenda Learner's assigned Community Learning Pod Location at any time. A Prenda Learner's assigned District Microschool location can only be changed based on the agreement of Prenda and the applicable Sending District. The Sending District will not unreasonably withhold approval of a change in microschool

Schedule 1-B: Form Grant Award

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| | | <p>locations. In the event Prenda changes an assigned Microschool Location or requests a change, the NHDOE or the Sending District, as applicable, may request details surrounding the change, including the replacement Microschool Location to which the affected Prenda Learner will be assigned and reasons for the change of or requested change of a Prenda Learner's assigned Microschool Location.</p> <p><i>District Microschools.</i> Prenda, working with the Sending District in accordance with the requirements set forth in the Sending District's grant agreement, shall ensure compliance with NH Admin. Rule Ed 306 for all students enrolled in a District Microschool. Those requirements may be addressed, in part, in a Sending District's Alternative Program designation pursuant to NH Admin. Rule Ed 306.21.</p> <p><i>School of Record, District Microschool.</i> Any students enrolled in a District Microschool shall be deemed to be a student of record of the Prenda Learner's Sending District, unless the Sending District has specified that the student is a student from a different district. In those instances, the student shall be deemed a student of the district so identified by the Sending District.</p> <p><i>Special Education and Section 504 Plans in District Microschools.</i> As the school of record for Prenda Learners, the Sending District is ultimately responsible for ensuring compliance with all special education obligations relating to Prenda Learners, including the Individuals with Disabilities Education Act ("IDEA") and for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). Prenda's sole, special education responsibility with respect to these plans is to follow any individualized education program ("IEP") or Section 504 plan ("504 Plan") (IEP and 504 Plan collectively being the "Individualized SPED Plans") that is properly created and adopted by the Sending District for a Prenda Learner who is actively participating in the Recovering Bright Futures Program. The Sending District will consider Individualized Plan special education instruction recommendations made by the Guide or other Prenda personnel with respect to Prenda Learners, but the Sending District retains sole authority and responsibility for creating, facilitating, and lawfully adopting Individualized SPED Plans for Prenda Learners. Prenda is responsible only for implementing those portions of any Individualized SPED Plans that have been properly communicated in writing to Prenda by the Sending District and that are directly related to the Recovering Bright Futures Program and Prenda Curriculum. By way of example and not limitation, Prenda will have no obligation to implement any special services included in an Individualized SPED Plan that must be provided by a speech-language pathologist, physical therapist, or occupational therapist. Prenda will assist Sending districts with conducting assessments and interventions for Prenda Learners as needed. For purposes of this paragraph, the Sending District means either the Sending District or the school designated as the school of record by the Sending District.</p> <p><i>IEP Meetings.</i> If a Prenda Learner parent or guardian makes a reasonable request to have a Prenda representative or Guide participate in a Prenda Learner's "individualized education program" meeting as may be required by the IDEA ("IEP Meeting"), the Sending District, or the district designated by the Sending District as the student's district of record, will accommodate the request to the greatest extent allowed by state and federal law as determined by the Prenda Learner parent or guardian.</p> |
| G | Performance Period: | July 1, 2021 – September 30, 2022 Depending on the availability of funds, students may access the microschool learning pod for up to two years. |
| H | Contacts: | LEA Project Lead: |

Schedule 1-B: Form Grant Award

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| | | Superintendent/Executive Director: Business Manager: NHDOE Project Director: Katie Murphy NHDOE Grants Coordinator: Katie Murphy |
| I | Sub-Award Amount: | \$5,000 per student per year, paid pro rata directly to Prenda, Inc. on behalf of the LEA on the same schedule and proportion as adequacy payments. Student participation in this program does not affect student state adequacy funding. Pro rata payments will use the same payment schedule used for New Hampshire Charter Schools. |
| J | Laws, Regulations and Requirements: | Recipients of a sub-grant must comply with all award conditions, as well as all applicable requirements of federal statutes and regulations. Legal requirements, information, and documents can be accessed through the grant's Funding Opportunity Announcement and/or the Notice of Award. |
| K | Maximum Allowed Indirect Cost Rate: | N/A |
| L | Additional Federal Conditions: | N/A |
| M | Additional NHDOE Conditions: | N/A |
| N | Access to Records And Monitoring Requirements: | <p>The NHDOE shall have the right of access to any documents, papers, or other records of the sub-recipient which are pertinent to this sub-award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the sub-recipient's personnel for the purpose of interview and discussion related to such documents.</p> <p>Monitoring procedures may include, but not be limited to, on-site visits by NHDOE staff, limited scope audits, and/or other procedures. Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHDOE. In the event the NHDOE determines that a limited scope audit of the sub-recipient is appropriate, the sub-recipient agrees to comply with any additional instructions provided by NHDOE staff to the sub-recipient regarding such audit.</p> |
| O | Project Closeout Requirements: | The sub-recipient shall permit the NHDOE access to records and financial statements as necessary for audits and monitoring during the records retention period for three years after the completion of the sub-award in accordance with 2 CFR 200.333. |
| P | Attachments / Resources: | N/A |

Signature of Authorizing Official
 Frank Edelblut
 New Hampshire Commissioner of Education

 Date

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| NHDOE Internal Document Approvals | Name | Date |
|-------------------------------------|--------------|------|
| GAN Initiated By | Katie Murphy | |
| Bureau Administrator Approval | | |
| Bureau of Federal Compliance Review | | N/A |

Schedule 1-B: Form Grant Award

EXPLANATION OF BLOCKS ON THIS SUB-AWARD GRANT AWARD NOTIFICATION (GAN)

I. The PRIMARY AWARD block identifies:

- A. Granting Authority: Federal agency making the primary award;
 - B. Grant Program name: Title of the grant program;
 - C. Funding Opportunity Number: Number assigned to the funding opportunity;
 - D. CFDA Title and Number: Catalog of Federal Domestic Assistance (CFDA) subprogram title and associated subprogram number;
 - E. Awarded Agency: Name of the state agency in receipt of the primary award;
 - F. Initial Award Date: Date on the initial grant primary award to NH Department of Education (NHDOE);
 - G. FAIN: Federal Award Identification Number (FAIN), which typically changes each year;
 - H. Approval Date: Date of Governor and Executive Council approval to accept and expend these funds.
- Note: As a pass-through agency, NHDOE is authorized to make and manage sub-awards.

II. The SUB-AWARD block identifies:

- A. Sub-Award Recipient and Address: Legal name and physical address of the sub-recipient;
- B. DUNS number of the sub-recipient;
Note: For large entities, the organizational unit with primary responsibility for funded activity may be identified. For sub-awards to multiple New Hampshire local education agencies (LEAs), an attachment showing LEA name, DUNS, and sub-award amount may be used. The sub-recipient should provide the DUNS. The NHDOE is not responsible for the correctness of DUNS information.
- C. Action Number & Type: Cumulative number of steps (including this action) taken by NHDOE to-date to establish or modify this sub-award (e.g. "01" indicates a New Award). Action Type indicates the nature of the action (e.g. New Award, Continuation, Amount Modification, Performance Period Change, etc.);
- D. Date of this Action: Effective date of action;
- E. Sub-Award Type: Type of sub-award;
Note: Most sub-awards are categorical formula grants. Other types include project grants (generally a one-time grant for a specific purpose), block grants (which allow greater spending discretion), and research and development (R&D) grants.
- F. Project Description: A brief description of the grant program;
Note: NHDOE will use this description for FFATA reporting.
- G. Performance Period: Date ranges for expending grant funds and requesting reimbursement;
Note: Included are any other time-sensitive conditions such as carry-over options.
- H. Contacts: The sub-recipient contact, identified by name and position, responsible for the grant administration. At least one NHDOE program staff contact is identified;

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I. **Sub-Award Amount:** Total amount of the sub-award and/or yearly allocation and term of grant;
Note: A sub-award may have subsequent modifications that increase or decrease the amount of the sub-award. "Award of this Action" indicates the amount of this action. A dollar amount indicates an increase. "Decrease of \$xxx" or "(\$xxx)" indicates a reduction in the award. "None" indicates no change in the amount. Previous Cumulative and Current Cumulative amounts are used to reconcile any change. If awards for a list of LEAs are being modified, this block will show the total net increase/decrease and an attachment will show individual sub-recipient changes.

J. **Laws, Regulations and Requirements:** Description of laws, regulations, and legal requirements.
Note: 2 CFR Part 200 applies to all federal awards. 34 CFR 76 applies to all USDE awards, although certain programs may be exempt from some sections. Program-specific requirements or 34 CFR 76 exemptions are listed. References or web link to laws, regulations or guidance may be included. Non-program-specific regulations are accessible via <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

K. **Maximum Allowed Indirect Cost Rate:** Identifies rate type (i.e restricted, unrestricted, temporary, or de minimus) and cognizant authority (usually a federal agency) that approved the rate;
Note: When the program prohibits supplanting of non-federal funds, a restricted indirect cost rate with a cap of 8% must (Matt Welch is chasing this down) be used. Rates for LEAs and SAUs may be specified by reference to an attached list. The 10% de minimus rate option does not apply to state and local government recipients or restricted rate programs.

L. **Additional Federal Conditions:** Federal requirements of the award that are binding upon the sub-recipient;

M. **Additional NHDOE Conditions:** Requirements imposed on the award by the NHDOE as the pass-through entity that are binding upon the sub-recipient;

N. **Access to Records and Monitoring Requirements:** This requirement allows the NHDOE, as the pass-through entity, and auditors to have access to the sub-recipient's records and financial statements as necessary to meet the NHDOE's responsibilities under 2 CFR 200.331;

O. **Project Closeout Requirements:** Activities that are required by either the terms of the award or as required by the NHDOE and are binding upon the sub-recipient;

P. **Attachments:** Documents provided to the sub-recipient that are either required by the federal agency making the primary award or the NHDOE, or documents provided at the discretion of the NHDOE recipient to better inform the sub-recipient of the primary award under which the sub-award is being expended.

III. **Signature of Authorizing Official:** This sub-award is binding only when signed and dated by a State of New Hampshire official authorized by the federal government to award funds for this program.

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 PRENDA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 31, 2021. 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: 867411

Certificate Number : 0005333662



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of March A.D. 2021.

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

William M. Gardner
Secretary of State

PRENDA, INC.

ACTION BY UNANIMOUS WRITTEN CONSENT

OF THE BOARD OF DIRECTORS

In accordance with Section 141(f) of the Delaware General Corporation Law and the Bylaws of Prenda, Inc. (the "*Company*"), the undersigned, constituting all of the members of the Company's Board of Directors (the "*Board*"), hereby takes the following actions and adopts the following resolutions by unanimous written consent without a meeting:

1. Acknowledgment of Appointment of Officers.

RESOLVED, that the following person is hereby acknowledged and confirmed as the Company's officers to the offices set forth opposite their name, to serve until his death, resignation or removal from office, or until his respective successor is duly appointed and qualified:

President, Chief Executive
Officer, Secretary, and
Treasurer

Kelly R. Smith

2. Ratification and Authority of Officers to Enter Into Contracts.

RESOLVED, that any individual elected to the office of President or Chief Executive Officer is hereby authorized to sign and deliver any agreement in the Company's name and to otherwise obligate the Company in any respect relating to matters of the Company's business, and to delegate such authority in their discretion, subject to any budgets or limits as may be approved by the Board.

RESOLVED, that all acts performed and contracts or agreements entered into and all actions of any nature that have been taken or authorized with respect to the Company by the Company's Chief Executive Officer are approved, ratified and adopted as the Company's actions, and the Company hereby assumes all liability thereunder as though such acts or contracts had been performed or entered into by the Chief Executive Officer with the proper authority of the Company.

3. Management of Fiscal Affairs.

RESOLVED, that each of the President, Chief Executive Officer, Chief Financial Officer and Treasurer of the Company are hereby authorized:

- (a) to designate one or more banks or similar financial institutions as depositories of the funds of the Company;
- (b) to open, maintain and close general and special accounts with any such depositories;
- (c) to cause to be deposited, from time to time in such accounts with any such depository, such funds of the Company as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the

Company authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;

- (d) to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Company authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Company against any funds deposited in any of such accounts;
- (e) to authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures;
- (f) to enter into credit card agreements for the Company;
- (g) to borrow funds from time to time on the Company's behalf; and
- (h) to make such general and special rules and regulations with respect to such accounts as they may deem necessary and advisable and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution, and any resolutions, printed on such cards are deemed adopted as a part of this resolution.

RESOLVED FURTHER, that all form resolutions required by any such depository will be, and they hereby are, adopted in such form utilized by such depository, and that the Secretary will be, and hereby is, authorized to certify such resolutions as having been adopted by this Board on the date hereof and that the Secretary will be, and hereby is, directed to insert a copy of any such form resolutions in the Company's minute book.

RESOLVED FURTHER, that any such depository to which a certified copy of such resolutions has been delivered by the Secretary of the Company will be, and it hereby is, authorized and entitled to rely upon such resolutions for all purposes until it has received written notice of the revocation or amendment of these resolutions adopted by the Board.

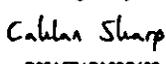
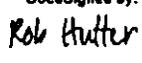
4. Omnibus Resolutions.

RESOLVED, that the Company's officers are authorized and empowered, in the name and on behalf of the Company, to execute, certify, file and record such additional agreements, documents and instruments (including, without limitation, soliciting appropriate consents or waivers from stockholders) as may be or become reasonably necessary or convenient to carry out and put into effect the purposes of the foregoing resolutions, and the performance of any such actions and the execution and delivery of any such documents will be conclusive evidence of the approval of the Board thereof and all matters relating thereto.

RESOLVED FURTHER, that any and all actions heretofore taken by the Company's Incorporator, officers and directors in the name and on behalf of the Company in furtherance of the preceding resolutions are ratified, approved, adopted and confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, this Action by Unanimous Written Consent has been executed (or consented to by electronic transmission) by the undersigned of as of the dates set forth below and will be effective as of the date when all of the members of the Board have signed (or consented to by electronic transmission) this Consent. This Consent may be signed in any number of counterparts, each of which will be deemed an original and all of which will constitute one instrument.

| | |
|------------------------------|---|
| Dated: <u>April 1, 2021</u> | <small>DocuSigned by:</small>  <small>59EF6CD8C3B1407...</small> _____ Kelly Smith |
| Dated: <u>April 1, 2021</u> | <small>DocuSigned by:</small>  <small>D83A5B4CA00C400...</small> _____ Cahlan Sharp |
| Dated: <u>March 31, 2021</u> | <small>DocuSigned by:</small>  <small>081D9ECCD9EE4B1...</small> _____ Rob Hutter |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2020

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 Vouch Insurance Services, LLC 831 Montgomery Street San Francisco, CA 94133 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: John Wallace</td> </tr> <tr> <td>PHONE (AC, No, Ext): (415) 488-6728</td> <td>FAX (AC, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: john.wallace@vouch.us</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td style="text-align: right;">NAIC # 19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT NAME: John Wallace | | PHONE (AC, No, Ext): (415) 488-6728 | FAX (AC, No): | E-MAIL ADDRESS: john.wallace@vouch.us | | INSURER(S) AFFORDING COVERAGE | | INSURER A: Lexington Insurance Company | NAIC # 19437 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT NAME: John Wallace | | | | | | | | | | | | | | | | | | | | | |
| PHONE (AC, No, Ext): (415) 488-6728 | FAX (AC, No): | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: john.wallace@vouch.us | | | | | | | | | | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Lexington Insurance Company | NAIC # 19437 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Prenda, Inc. 2026 E Laurel Street Mesa, AZ 85213 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER: 1**

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | [REDACTED] | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$1,000,000 | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$1,000,000 | | |
| | AUTOMOBILE LIABILITY | | | | | | GENERAL AGGREGATE \$2,000,000 | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | PRODUCTS - COMP/OP AGG \$2,000,000 | | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | GENERAL AGGREGATE PER LOCATION \$5,000,000 | | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ | | |
| | <input type="checkbox"/> UMBRELLA | <input type="checkbox"/> OCCUR | | | | | BODILY INJURY (Per person) \$ | | |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | BODILY INJURY (Per accident) \$ | | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | PROPERTY DAMAGE (Per accident) \$ | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | Per Occurrence Limit \$ | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | EACH OCCURRENCE \$ | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | AGGREGATE \$ | | |
| | | | | | | | PER STATUTE OTH-ER \$ | | |
| | | | | | | | E.L. EACH ACCIDENT \$ | | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | | |

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

Any Guide and locations where a Guide operates a Prenda Microschool is automatically covered under the policy if operating as a Guide under written agreement with Prenda, Inc. and reported to the Lexington Insurance Company, via bordereaux, within 90 days. Guides will be added to the policy as additional insureds under endorsement CG 20 26 04/13.

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| CERTIFICATE HOLDER Any Guide Under Written Agreement with Prenda, Inc and added via bordereaux NH DOE 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 |
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