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M-L-C



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

September 13, 2022

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** amendment to an existing contract with FACTS Education Solutions, LLC (VC #368095), Lincoln, NE, for educational programming and services for students to regain learning loss due to Covid-19 at nonpublic entities by increasing the funding amount by \$329,087.83 from \$1,577,863.33 to \$1,906,951.16 and by extending the completion date from September 30, 2023 to September 30, 2024. The original contract was approved by Governor and Council on August 18, 2021, item #104. 100% Federal Funds.

Funds are available in the accounts titled EANS-CRRSA Act 2021 (EANS I) and EANS II-ARP Act (EANS II) for FY23 and are anticipated to be available in FY24 and FY25 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	FY22	FY23	FY24	FY25	Total
06-56-56-562010-19700000-072-500557 Grants Federal	\$718,799.25	\$777,360.95	\$0		\$1,496,160.20
06-56-56-562010-24990000-072-509073 Grants Federal	\$0	\$204,266.52	\$204,266.52	\$2,257.92	\$410,790.96
Total	\$718,799.25	\$981,627.47	\$204,266.52	\$2,257.92	\$1,906,951.16

EXPLANATION

This amendment is **sole source** because the completion date is being extended, additional funds are being added and there are no renewal options available. The purpose of the EANS I and EANS II programs are to provide services or assistance to eligible non-public schools to address the impact that the Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on non-public school students and teachers in the state. As part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (CRRSA Act) Public Law 116-260 and the American Rescue Plan Act of 2021, Public Law

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

117-2, Congress collectively set aside \$5.5 billion of the Governor's Emergency Education Relief Fund specifically to provide emergency assistance to students and teachers in non-public schools through the Emergency Assistance to Non-public Schools (EANS) program.

Services to the Diocesan Schools provided by FACTS Education Solutions will include school year educational support services consisting of staffed educator positions ("School Year Education Support") and a summer school program instructional services ("Summer School Program") and to support services qualified under EANS funds to support the following based on NHED's EANS guidance:

1. Expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school;
2. Initiating and maintaining education and support services or assistance for remote learning, hybrid learning, and/or to address learning loss.

FACTS Education Solutions, LLC will also provide a Summer School Program with sessions that are conducted 5 days per week for 4 weeks. Consisting of robust instructional support and an academic enrichment course offering, the Summer School ensures students continue with instructional intervention and academic enrichment support to maintain the academic gains they experienced during the school year and assist in filling in academic gaps, while some need an intense focus on instruction in identified skills that they have missed during the additional onset of online learning brought on by the COVID19 pandemic. The goal of the Summer School Program is that students will have a newfound sense of confidence when they return to school and the classroom environment. Sessions will be delivered remotely.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and FACTS Education Solutions, LLC, Lincoln, NE, hereinafter "the Contractor", and pursuant to an agreement between the parties that was submitted to G&C on August 18, 2021 as item (#104) hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing September 30, 2023 and replacing with September 30, 2024.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$329,087.83 from \$1,577,863.33 to \$1,906,951.16
3. Remove Exhibit B Scope of Work and Replace with Exhibit B-1 Scope of Work.
4. Remove Exhibit C Method of Payment and replace with Exhibit C-1 Method of Payment.
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. 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.

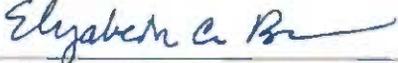
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By:  10/5/2022
Frank Edelblut, Commissioner of Education Date

FACTS Education Solutions, LLC
By: Patrick Haggarty Digitally signed by Patrick Haggarty
Date: 2022.09.20 15:36:50 -06'00'
Patrick Haggarty, President Date

Approved as to form, substance and execution by the Attorney General this 5 day of October, 2022.


Elizabeth Brown, Attorney General's Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

Exhibit B-1
Scope of Services

1. Responsibilities of FACTS Education Solutions, LLC. (FACTS) "Contractor":
 - a) The Contractor shall deliver educational programming and services to the Diocese of Manchester Schools (the "Diocesan Schools") in accordance with all requirements under the Emergency Assistance to Non-Public Schools (EANS) Program under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 and ARP EANS Program under the American Rescue Plan Act of 2021. The services shall, at all times, be secular, neutral, and non-ideological.
 - b) The Contractor will meet with Diocesan School officials and school leaders to design and implement the educational program and services to ensure that all services are in compliance with Federal and State guidelines.
2. Services to the Diocesan Schools will include school year educational support services consisting of staffed educator positions ("School Year Education Support") and a summer school program instructional services ("Summer School Program") and to support services qualified under EANS funds to support the following based on NHED's EANS guidance:
 - a) Expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school;
 - b) Initiating and maintaining education and support services or assistance for remote learning, hybrid learning, and/or to address learning loss.
3. School Year Education Support

Contractor will provide recruitment of staff/faculty positions to Diocesan Schools for school years 2022-2023, and 2023-2024.

- a) The Contractor will monitor the hiring of positions and invoices due under the agreement to ensure the Price Limitation is not exceeded.
- b) The Contractor shall provide recruitment of staff/faculty positions in accordance with all requirements under the EANS program.
- c) In accordance with EANS program requirements, the following types of positions are allowable:
 1. General counseling services
 2. Staff to provide services related to coronavirus monitoring and testing for students, teachers, and staff
 3. Social and emotional counseling services
 4. Resource teachers/Social workers
 5. Teachers addressing learning loss
 6. Teachers reducing class size

7. Teachers to develop student learning plans
8. Subject matter specialists (i.e., reading, writing, math)
9. Nurses
10. Paraprofessionals
11. Positions that initiate and maintain education and support services
12. Positions that assist in remote learning, hybrid learning, or address learning loss

4. Summer School Program Instructional Services

Summer School Program sessions are conducted 5 days per week for 4 weeks (Morning Remediation is conducted Monday-Friday, while Afternoon Enrichment is Monday-Thursday). Consisting of robust instructional support and an academic enrichment course offering, the Summer School ensures students continue with instructional intervention and academic enrichment support to maintain the academic gains they experienced during the school year and assist in filling in academic gaps, while some need an intense focus on instruction in identified skills that they have missed during the additional onset of online learning brought on by the COVID19 pandemic. The goal of the Summer School Program is that students have a newfound sense of confidence when they return to school and the classroom environment. Sessions will be delivered remotely.

- The summer school program will be staffed with ten (10) teachers serving student remotely. Program cost include all expenses associated with remote teaching, time for teacher preparation, consultation with classroom teacher and school administrators, parental engagement, and community outreach to foster student academic achievement.
- Morning remediation program will provide services for up to 78 students per day grades K-8th grade. The teacher to student ratio will not exceed twelve students to every teacher.
- The afternoon enrichment classes will serve up to 52 students per day grades K-8th grade. The teachers to student ratio will not exceed twelve students to every teacher.
- Summer School Program positions for summer school program years 2022, 2023, 2024, and 2025 must meet the above staff/faculty type requirements per EANS requirements.

Morning Remediation

Days	Time (a.m.)	Subject
Monday-Friday	8:30-9:15	Phonics/Reading
Monday-Friday	9:30-10:15	Language Arts
Monday-Friday	10:30-11:15	Mathematics

Afternoon Enrichment

Time/Grades

Day	Subject	11:30-12:00	1:00-1:30	1:30-2:00	2:00-2:30
Monday	Art	K-1 st	2 nd -3 rd	4 th -6 th	7 th -8 th
Tuesday/Thursday	Science	K-1 st	2 nd -3 rd	4 th -6 th	7 th -8 th
Wednesday	Spanish	K-1 st	2 nd -3 rd	4 th -6 th	7 th -8 th
Wednesday Alt.	French	K-1 st	2 nd -3 rd	4 th -6 th	7 th -8 th

**Exhibit C-1
Method of Payment**

Budget:

	FY22	FY23	FY24	FY25	Total
Summer School Program	\$38,832.00	\$2,257.92	\$2,257.92	\$2,257.92	\$45,605.76
School Year Education Support positions costs, 2021-2022	\$679,967.25	\$0	\$0	\$0	\$679,967.25
School Year Education Support positions costs, 2022-2023	\$0	\$979,369.55	\$0	\$0	\$979,369.55
School Year Education Support positions costs, 2023-2024	\$0	\$0	\$202,008.60	\$0	\$202,008.60
Total	\$718,799.25	\$981,627.47	\$204,266.52	\$2,257.92	\$1,906,951.16

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,906,951.16.

Source of Funding: Funds are available in the accounts titled EANS-CRRSA Act 2021 (EANS I) and EANS II-ARP Act (EANS II) for FY22 and FY23 and are anticipated to be available in FY24 and FY25 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	FY22	FY23	FY24	FY25	Total
06-56-56-562010-19700000-072-509073 Grants Federal	\$718,799.25	\$777,360.95	\$0	\$0	\$1,496,160.20
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Total	\$718,799.25	\$981,627.47	\$204,266.52	\$2,257.92	\$1,906,951.16

Method of Payment:

Summer School Program: Contractor shall submit an invoice to the Department within 15 days of completion of the program.

School Year Education Support: Payment is to be made on the basis on monthly invoices submitted by Contractor which are supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract.

All invoices and reports shall be submitted electronically to:

Jessica Lescarbeau, Administrator IV
Jessica.L.Lescarbeau@doe.nh.gov



09/20/2022

New Hampshire Department of Education (NHED)
Formerly NH DOE
101 Pleasant Street
Concord, NH 03301

To whom it may concern,

I hereby certify that said authority executed on May 1, 2017 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(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation and that this authorization **shall remain valid for thirty (30) days** from the date of execution.

A handwritten signature in blue ink, appearing to read "Elizabeth Shelton", is written over a horizontal line.

Elizabeth Shelton, Vice President, Accounts & Contracts

09/20/2022

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
FACTS EDUCATION SOLUTIONS, LLC**

The undersigned, constituting the sole member (“the Member”) Nelnet Business Solutions, Inc., of FACTS Education Solutions, LLC, an Arizona limited liability company (“the Company”) does hereby adopt the following resolutions by written consent without a meeting, in accordance with Section 10-704 of the Arizona Corporations and Associations Statutes, effective as of the 1st day of May, 2017, notwithstanding the date of execution:

1. Appointment of Officer.

WHEREAS, the Member of the Company has determined in connection with the business of the Company that it is in the best interests of the Company to appoint the named officer of the Company to carry on the business on behalf of the Company:

NOW THEREFORE, BE IT RESOLVED, that following individual is hereby designated as an authorized person and shall have full power and authority to act on behalf of the Member, in the capacity holding the office adjacent to the names below:

Patrick Haggarty

President



SOLE MEMBER of FACTS Education Solutions, LLC

Nelnet Business Solutions, Inc.



Name: William J. Munn

Title: Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FACTS EDUCATION SOLUTIONS, LLC is a Arizona Limited Liability Company registered to transact business in New Hampshire on July 30, 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: 877453

Certificate Number: 0005792550



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

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 Omaha, NE-Silverstone Group-Hub International Great Plains 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Mardi Whitley	
	PHONE (A/C No. Ext): 402-964-5567	FAX (A/C No.): 402-557-6322
E-MAIL ADDRESS: mardi.whitley@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Commercial Insurance		36137
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 654910531

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Abuse \$1M			[REDACTED]	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Coverage Special Cause of Loss			[REDACTED]	1/1/2022	1/1/2023	Bldg/Cnts Replacement Cost Agreed Value \$479,868,097 \$25,000 Deductible

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Department of Education
 101 Pleasant St.
 Concord NH 03301

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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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

August 4, 2021

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

REQUESTED ACTION

Authorize the Department of Education, to enter into a **Retroactive, Sole Source** contract with FACTS Education Solutions, Lincoln, NE (Vendor Code 368095), in an amount not to exceed \$1,577,863.33 to provide educational programming and services for students to regain learning loss due to COVID-19., effective upon Governor and Council approval for the period of June 21, 2021 through September 30, 2023. 100% Federal Funds

Funds to support this request are available in the account titled EANS-CRRSA Act 2021 for FY22, and FY23, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-562010-19700000-072-500557	<u>FY22</u>	<u>FY23</u>
Grants Federal	\$1,115,261.88	\$462,601.45

EXPLANATION

The Emergency Assistance to Non-Public Schools (EANS) portion of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (CRRSA Act) requires states to obligate allocated funds within 6 months of being awarded, which is August 2021 for New Hampshire. This contract request is **Sole Source** and **Retroactive**, as the schools were fully engaged in COVID response activities at the time the funds were received, and subsequently needed time to identify needs for the coming school year.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The purpose of the EANS program is to provide services or assistance to eligible non-public schools to address the impact that the Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on non-public school students and teachers in the state. As part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (CRRSA Act) Public Law 116-260, Congress set aside \$2.75 billion of the Governor's Emergency Education Relief Fund specifically to provide emergency assistance to students and teachers in non-public schools through the Emergency Assistance to Non-public Schools (EANS) program.

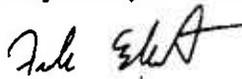
Services to the Diocesan Schools provided by FACTS Education Solutions will include school year educational support services consisting of staffed educator positions ("School Year Education Support") and a summer school program instructional services ("Summer School Program") and to support services qualified under EANS funds to support the following based on NHDOE's EANS guidance:

1. Expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school;
2. Initiating and maintaining education and support services or assistance for remote learning, hybrid learning, and/or to address learning loss.

FACTS Education Solutions will also provide a Summer School Program with sessions that are conducted 5 days per week for 4 weeks. Consisting of robust instructional support and an academic enrichment course offerings, the Summer School ensures students continue with instructional intervention and academic enrichment support to maintain the academic gains they experienced during the school year and assist in filling in academic gaps, while some need an intense focus on instruction in identified skills that they have missed during the additional onset of online learning brought on by the COVID19 pandemic. The goal of the Summer School Program is that students will have a newfound sense of confidence when they return to school and the classroom environment. Sessions will be delivered remotely.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

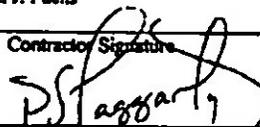
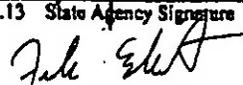
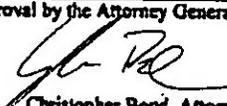
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

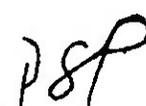
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name FACTS Education Solutions, LLC		1.4 Contractor Address 121 S. 13th St. Suite 201, Lincoln, NH 08508	
1.5 Contractor Phone Number 402-458-3085	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$1,577,863.33
1.9 Contracting Officer for State Agency Aaron J. Fuchs		1.10 State Agency Telephone Number 603.271.3838	
1.11 Contractor Signature  Date: 08/04/2021		1.12 Name and Title of Contractor Signatory Patrick Haggarty, Ed.D President	
1.13 State Agency Signature  Date: 8/5/2021		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Christopher Bond, Attorney On: 8/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&C Meeting Date: _____			

Contractor Initials 

Date 08/04/21

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.

Contractor Initials PSF
Date 08/04/2021

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 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

8.2.3 give the Contractor a written notice specifying the Event of Default 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;

8.2.4 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.

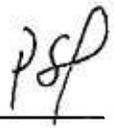
21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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.

Contractor Initials



Date 08/04/2021

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

Contract between FACTS Education Solutions and the New Hampshire Department of Education

Contractor initials PSP

Date 08/04/2021

EXHIBIT B

Scope of Services

1. Responsibilities of FACTS ("Contractor"):
 - a. The Contractor shall deliver educational programming and services to the Diocese of Manchester Schools (the "Diocesan Schools") in accordance with all requirements under the Emergency Assistance to Non-Public Schools (EANS) Program under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021. The services shall, at all times, be secular, neutral, and non-ideological.
 - b. The Contractor will meet with Diocesan School officials and school leaders to design and implement the educational program and services to ensure that all services are in compliance with Federal and State guidelines.
2. Services to the Diocesan Schools will include school year educational support services consisting of staffed educator positions ("School Year Education Support") and a summer school program instructional services ("Summer School Program") and to support services qualified under EANS funds to support the following based on NHDOE's EANS guidance:
 - a. Expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school;
 - b. Initiating and maintaining education and support services or assistance for remote learning, hybrid learning, and/or to address learning loss.
3. School Year Education Support. Contractor will provide staffing of educator positions to specific Diocesan Schools, as set forth in Table 1 below, for schools years 2021-2022 and 2022-2023

School #	School	Address	City	Zip	Position	Full/Part Time	Hrs/Wk	Cost
21660	St. Catherine of Siena School	206 North Street	Manchester	03104	Nurse	FT	30	\$58,340.33
21660	St. Catherine of Siena School	207 North Street	Manchester	03104	Education & Support Service	FT	30	\$40,600.00
22883	St. Joseph Regional	40 Main Street	Salem	03079	Education & Support Service	PT	20	\$29,812.55
21300	Trinity High School	581 Bridge Street	Manchester	03104	Academic Support & Recovery Coach	FT	30	\$50,312.50
21500	Trinity High School	581 Bridge Street	Manchester	03104	Covid Support and Mitigation Assistant	FT	30	\$43,125.00
27084	Mount St Mary Academy	2291 Elm Street	Manchester	03104	Intervention Coord	PT	15	\$10,870.63
20440	St. Mary's Academy	222 Central Ave	Dover	03802	Classroom Aide	PT	20	\$27,312.50
20783	Sacred Heart	289 Lafayette Rd	Hampton	03842	Intervention Coord	FT	30	\$38,640.00
20783	Sacred Heart	289 Lafayette Rd	Hampton	03842	Social Emot Support	PT	20	\$15,456.00
21280	Holy Trinity Catholic School	50 Church St	Lebanon	03246	Education & Support Service	FT	30	\$39,928.00
21280	Holy Trinity Catholic School	50 Church St	Lebanon	03246	Education & Support Service	FT	30	\$38,640.00
21280	Holy Trinity Catholic School	50 Church St	Lebanon	03246	Acad Support & Recov Coach	FT	30	\$28,014.00
21280	Holy Trinity Catholic School	50 Church St	Lebanon	03246	Acad Support & Recov Coach	FT	30	\$28,014.00
29227	Sainte Regina Academy	9 Church St	Gorham	03581	Acad Support & Recov Coach	PT	15	\$13,534.00
21613	St. Benedict Academy	85 Third St	Manchester	03102	Guidance Counselor	PT	20	\$45,000.00
21900	St. Christopher	6 Sarrett Ave	Nashua	03084	Ed & Supp Serv -Math Tutor	FT	30	\$50,312.50
22710	St. Elizabeth Seton School	18 Bridge St	Rochester	03867	Classroom Aide	PT	20	\$18,032.00
22710	St. Elizabeth Seton School	18 Bridge St	Rochester	03867	Acad Support & Recov Coach	PT	20	\$19,320.00
22710	St. Elizabeth Seton School	18 Bridge St	Rochester	03867	Guidance Counselor	PT	20	\$15,456.00
21180	St. Joseph Regional Keene	92 Wilton St	Keene	03431	Ed & Support Service-Gr5	FT	30	\$58,218.75
21180	St. Joseph Regional Keene	92 Wilton St	Keene	03431	Guidance Counselor	PT	30	\$48,900.00

Contract between FACTS Education Solutions and the New Hampshire Department of Education

Contractor Initials JSP
Date 08/09/2021

20450	St Thomas Aquinas H.S.	197 Dover Point Rd	Dover	02820	In House Learning Coord	FT	80	\$54,525.00	
21595	St Joseph Regional Jr. H.S.	148 Belmont St	Manchester	03103	Ed & Support Service -SpEd	FT	30	\$45,907.00	
21570	Cardinal Lacroix Academy	148 Belmont St	Manchester	03103	Academic Coach	PT	20	31,218.50	
21570	Cardinal Lacroix Academy	148 Belmont St	Manchester	03103	Nurse	PT	20	48,792.96	
21570	Cardinal Lacroix Academy	148 Belmont St	Manchester	03103	Ed & Support Service-SpEd	PT	20	45,907.00	
21570	Cardinal Lacroix Academy	148 Belmont St	Manchester	03103	Para Professional	PT	15	19,915.25	
20320	Bishop Brady High School	25 Columbus Ave	Concord	03301	Acad Support & Tech Integrator	PT	20	41,216.00	
20320	Bishop Brady High School	25 Columbus Ave	Concord	03301	Nurse	PT	20	27,820.00	
21900	St. Christopher	6 Sarlett Ave	Nashua	03064	Guidance Counselor	FT	30	50,000.00	
								Total Year 1	\$1,076,429.88
School Year 2022-2023									
School #	School	Address	City	Zip	Position	Full/Part Time	Hrs/Wk	Cost	
21660	St. Catherine of Siena School	206 North Street	Manchester	03104	Nurse	FT	30	\$58,240.32	
21660	St. Catherine of Siena School	207 North Street	Manchester	03104	Education & Support Service	FT	30	\$40,600.00	
21500	Trinity High School	581 Bridge Street	Manchester	03104	Academic Support & Recovery Coach	PT	30	\$51,821.88	
20440	St. Mary's Academy	222 Central Ave	Dover	03802	Classroom Aide	PT	20	\$27,312.50	
22710	St Elizabeth Seton School	16 Bridge St	Rochester	03867	Classroom Aide	PT	20	\$18,032.00	
22710	St Elizabeth Seton School	16 Bridge St	Rochester	03867	Acad Support & Recov Coach	PT	20	\$19,320.00	
22710	St Elizabeth Seton School	16 Bridge St	Rochester	03867	Guidance Counselor	PT	20	\$15,456.00	
21180	St Joseph Regional Keene	92 Wilton St	Keene	03431	Ed&SupportService-Gr5	FT	30	\$58,218.75	
21180	St Joseph Regional Keene	92 Wilton St	Keene	03431	Guidance Counselor	FT	30	\$48,300.00	
20450	St Thomas Aquinas H.S.	197 Dover Point Rd	Dover	02820	In House Learning Coord	FT	30	\$56,264.00	
20320	Bishop Brady High School	25 Columbus Ave	Concord	03301	Acad Support & Tech Integrator	PT	30	41,216.00	
20320	Bishop Brady High School	25 Columbus Ave	Concord	03301	Nurse	PT	30	27,820.00	
								Total Year 2.	\$462,601.45

4. Summer School Program Instructional Services Summer School Program

Summer School Program sessions are conducted 5 days per week for 4 weeks. Consisting of robust instructional support and an academic enrichment course offerings, the Summer School ensures students continue with instructional intervention and academic enrichment support to maintain the academic gains they experienced during the school year and assist in filling in academic gaps, while some need an intense focus on instruction in identified skills that they have missed during the additional onset of online learning brought on by the COVID19 pandemic. The goal of the Summer School Program is that students have a newfound sense of confidence when they return to school and the classroom environment. Sessions will be delivered remotely.

- The summer school program will be staffed with ten (10) teachers serving student remotely. Program cost include all expenses associated with remote teaching, time for teacher preparation, consultation with classroom teacher and school administrators, parental engagement, and community outreach to foster student academic achievement.
- Morning remediation program will provide services for up to 78 students per day grades K-8th grade. The teacher to student ratio will not exceed twelve students to every teacher.
- The afternoon enrichment classes will serve up to 52 students per day grades K-8th grade. The teachers to student ratio will not exceed twelve students to every teacher.

Contract between FACTS Education Solutions and the New Hampshire Department of Education

Contractor Initials

Date 08/04/2021

Morning Remediation

Days	Time (a.m.)	Subject
M-F	8:30-9:15	Phonics/Reading
M-F	9:30-10:15	Language Arts
M-F	10:30-11:15	Mathematics

Afternoon Enrichment

Time/Grades

Day	Subject	11:30-12:00	1:00-1:30	1:30-2:00	2:00-2:30
Monday	Art	K-1st	2nd-3rd	4th-6th	7th-8th
Tue/Thur	Science	K-1st	2nd-3rd	4th-6th	7th-8th
Wed	Spanish	K-1st	2nd-3rd	4th-6th	7th-8th
Wed. Alt	French	K-1st	2nd-3rd	4th-6th	7th-8th

Contract between FACTS Education Solutions and the New Hampshire Department of Education

Contractor Initials

Date 08/04/2021

EXHIBIT C
Method of Payment

Budget:

	FY22	FY23	Total
Summer School Program	\$38,832.00	\$0.00	\$38,832.00
School Year Education Support positions costs, 2021-2022	\$1,076,429.88	\$0.00	1,076,429.88
School Year Education Support positions costs, 2022-2023	\$0.00	\$462,601.45	\$462,601.45
	\$1,115,261.88	\$462,601.45	\$1,577,863.33

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,577,863.33

Source of Funding: Funds to support this request are available in the account titled EANS-CRRSA Act 2021 for FY22, and FY23, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-19700000-072-500557
Grants Federal

	<u>FY22</u>	<u>FY23</u>
	\$1,115,261.88	\$462,601.45

Method of Payment:

Summer School Program: Contractor shall submit an invoice to the Department within 15 days of completion of the program.

School Year Education Support: Payment is to be made on the basis of monthly invoices submitted by Contractor which are supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Total due over the duration of services: \$1,577,863.33

Period of Performance: Effective upon Governor and Council approval for the period of June 21, 2021 through September 30, 2023.

All invoices and reports shall be submitted to:

Aaron J. Fuchs | Aaron.J.Fuchs@doe.nh.gov
Division of Learner Support
NH DOE
101 Pleasant Street
Concord, NH 03301

Contract between FACTS Education Solutions and the New Hampshire Department of Education

Contractor Initials 
Date 08/04/2021

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.

Revised 6-25-21

Contractor Initials 
Date 08/04/2021

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials

Date 08/04/2021

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- 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.

Revised 6-25-21

Contractor Initials 
Date 08/04/2021

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials 
Date 08/04/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FACTS EDUCATION SOLUTIONS, LLC is a Arizona Limited Liability Company registered to transact business in New Hampshire on July 30, 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: 877453

Certificate Number : 0005415976



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of July A.D. 2021.

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

William M. Gardner
Secretary of State

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
FACTS EDUCATION SOLUTIONS, LLC**

The undersigned, constituting the sole member ("the Member") Nelnet Business Solutions, Inc., of FACTS Education Solutions, LLC, an Arizona limited liability company ("the Company") does hereby adopt the following resolutions by written consent without a meeting, in accordance with Section 10-704 of the Arizona Corporations and Associations Statutes, effective as of the 1st day of May, 2017, notwithstanding the date of execution:

1. Appointment of Officer.

WHEREAS, the Member of the Company has determined in connection with the business of the Company that it is in the best interests of the Company to appoint the named officer of the Company to carry on the business on behalf of the Company:

NOW THEREFORE, BE IT RESOLVED, that following individual is hereby designated as an authorized person and shall have full power and authority to act on behalf of the Member, in the capacity holding the office adjacent to the names below:

Patrick Haggarty

President

SOLE MEMBER of FACTS Education Solutions, LLC

Nelnet Business Solutions, Inc.



Name: William J. Munn
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2021

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

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

PRODUCER SilverStone Group, a HUB International company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Mardi Whitley	FAX (A/C. No.): 402.557.8322	
	PHONE (A/C. No. Ext): 402.964.5567	E-MAIL ADDRESS: mwhitley@ssgi.com	
INSURED FACTS Education Solutions 100 N. 56th Street, Ste 308 Lincoln NE 68504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Ind. Co. Of America		25668
	INSURER B: Travelers Property Casualty Co. of America		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 1241216186 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		[REDACTED]	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: Sexual Abuse \$1M
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		[REDACTED]	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Ovr GUA/EL \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Coverage Special Cause of Loss		[REDACTED]	1/1/2021	1/1/2022	Blk Bldg/Cnts Replacement Cost Agreed Value \$511,599,389 \$25,000 Deductible

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

CERTIFICATE HOLDER New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeffrey E. Bennett</i>
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