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MLC



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) 271-2831
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January 23, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education (NHED) to enter into a **sole source** contract with the New Hampshire Learning Initiative, (VC#299943), Hampton, NH in the amount of \$228,150 to provide further professional development in the Ongoing Assessment Program (OGAP) effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in FY23 in the account titled ESSER II- CRRSA Act 2021 and are anticipated to be available in FY24 in ESSER II- CRRSA Act 2021, upon the availability and continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY23</u>	<u>FY24</u>	<u>Total</u>
06-56-56-562010-19580000-072-509073 Grants Federal	\$30,250	\$197,900	\$228,150

EXPLANATION

This is a **sole source** contract as NHLI is rooted in New Hampshire and has supported multiple districts over the last five years. NHLI thoroughly understands the needs of New Hampshire educators and has participated in OGAP providing innovative educational practices to over 600 teachers through other NHED contracts. NHED wishes to continue providing professional development through the NHLI partnership to New Hampshire educators through September 30, 2023.

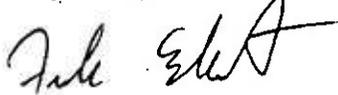
NHLI will continue to provide professional development in OGAP, a systematic, intentional, and iterative formative assessment system grounded in the research on how students learn mathematics. Formative assessments used to guide instruction have been shown to improve student outcomes. OGAP, with the use of formative assessment and learning progressions, helps educators support their students in meeting the learning criteria set forth through the New Hampshire College and Career Ready Standards in Mathematics.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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NHLI is an educational non-profit dedicated to supporting innovative educational practices in the State of New Hampshire. NHLI is deeply embedded in New Hampshire (NH) and supports a network of NH districts. NHLI staff meets with district leaders (superintendents, assistant superintendents, curriculum directors, school and teacher leaders) to understand the need of the field and communicate what programs are available to meet those needs. Over the last 5 years, NHLI has hosted over 30 separate districts and over 600 teachers as participants in OGAP.

This is a summer professional development program that will be completed by the contract end date. NHED has offered this programming for the past 5 years and has always been able to execute the project within the time period provided. The OGAP system, through in-depth professional development, supports educators in developing and using a set of tools, practices, and support materials which they can integrate into their existing mathematics classroom and curriculum to support and enhance their students' mathematics learning. This contract will allow the NHED to reach more teachers, in more schools, which will have a greater impact on improving student outcomes.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

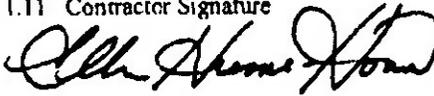
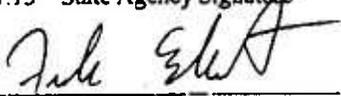
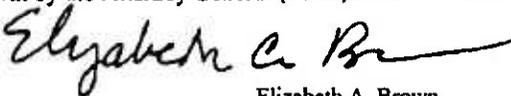
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

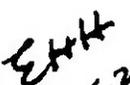
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name New Hampshire Learning Initiative, Inc.		1.4 Contractor Address One Liberty Lane, Suite 110, Hampton, NH 03842	
1.5 Contractor Phone 603-758-1464	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$228,150
1.9 Contracting Officer for State Agency Jessica Lescarbeau, Administrator		1.10 State Agency Telephone Number 603-271-0058	
1.11 Contractor Signature  Date: 1.25.23		1.12 Name and Title of Contractor Signatory Ellen Hume-Howard, Executive Director	
1.13 State Agency Signature  Date: 2/21/2023		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: 2/21/2023 Elizabeth A. Brown			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 1.25.23

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

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).

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Exhibit B

Scope of Services

New Hampshire Learning Initiative, Inc. (NHLI) will provide the following services to New Hampshire Department of Education school districts effective upon Governor and Council approval for the period of June 1, 2023 through September 30, 2023:

ACTIVITY	CONTENT
Planning and Management of 14 Ongoing Assessment Program (OGAP) Trainings.	NHLI will coordinate with OGAP to provide 14 trainings in four content areas, in multiple sites across the state of New Hampshire to take place from June 1, 2023 through September 30, 2023. Sites will be strategically selected to maximize teacher access to the OGAP training. Training will be cross-district and develop a community of practice for mathematics instruction. NHLI will coordinate all site training logistics including; marketing, registration, materials, and workshop set-up. NHLI will contract with OGAP to provide the trainers to execute the training. This is a summer professional development program that will be completed by the contract end date. NHED has offered this programming for the past 4 years and has always been able to execute the project in the three-month time period.
OGAP Additive Reasoning Workshop	A Cohort (maximum 22 participants) engages in four days of OGAP Additive Reasoning Professional Development designed for K-2 classroom teachers, special educators, math interventionists and math instructional leaders.
OGAP Multiplicative Reasoning Workshop	A Cohort (maximum 22 participants) engages in four days of OGAP Multiplicative Reasoning Professional Development designed for grades 3-5 classroom teachers, special educators, math interventionists, and math instructional leaders.
OGAP Fractional Reasoning Workshop	A Cohort (maximum 22 participants) engages in four days of OGAP Fractional Reasoning Professional Development designed for grades 3-6 classroom teachers, special educators, math interventionists and math instructional leaders.
OGAP Proportional Reasoning Workshop	A Cohort (maximum 22 participants) engages in four days of OGAP Proportional Reasoning Professional Development designed for Grades 6-8 classroom teachers, special educators, math interventionists and math instructional leaders.
OGAP Facilitator Workshop	OGAP Facilitator Training (July 2023) for Additive Reasoning and Proportional Reasoning. This training is designed for math leaders Grades K-8 who have completed a 4 or 5 day OGAP Additive Reasoning or Proportional Reasoning training and are interested in providing OGAP professional development and support to educators in their district.
Obtaining and Distributing Training Materials	Books <ul style="list-style-type: none"> • <i>A Focus on Additive Reasoning: Bringing Mathematics Education Research to the Classroom</i> • <i>A Focus on Multiplication: Bringing Research to the Classroom</i> • <i>A Focus on Fractions: Bringing Research to the Classroom</i> • <i>A Focus on Ratios and Proportions: Bringing Research to the Classroom</i>

<p>Obtaining and Distributing Training Materials cont.</p>	<p>Student Work Samples</p> <ul style="list-style-type: none"> • Teacher Workbooks • Materials specific to Additive training, number line, progressions, manipulatives • Site specific training materials
<p>Planning and Management of Training</p>	<p>Administration of the training includes</p> <ul style="list-style-type: none"> • Marketing materials for workshops • Registration of participants • Communication from registration to final follow-up sessions • Purchase and copy all workshop books and materials • Assemble and distribute workshop materials • Coordination of training site set-up • Invoicing and management of contracts <p>Note: By having a minimum number of 22 participants, NHED has always been able to rsvp over this amount.</p>
<p>Reporting</p>	<p>Reporting of OGAP project including regional participation, teachers, districts, and survey results.</p>

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**Exhibit C
Method of Payment**

Budget for June 1, 2023 through September 30, 2023:

Workshops	Follow-up Days at Schools	Training Cost /Workshop, Follow-up Days	Materials Cost/22 Participants	Total Cost Per Training	Requested # of Trainings in NH	Total
Additive	3	\$11,000	\$4,400	\$15,400	5	\$77,000
Multiplicative	3	\$11,000	\$3,850	\$14,850	4	\$59,400
Fractional	3	\$11,000	\$3,850	\$14,850	3	\$44,550
Proportional	3	\$11,000	\$3,850	\$14,850	2	\$29,700
Teacher Leader Facilitator Training	3	\$17,500		\$17,500	1	\$17,500
					Total:	\$228,150

	<u>FY23</u>	<u>FY24</u>	<u>Total</u>
06-56-56-562010-19580000-072-509073 Grants Federal	\$30,250	\$197,900	\$228,150

Limitation on Price: Upon mutual agreement between the Department of Education 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 \$228,150.

Funding Source: Funds to support this request are available in FY23 in the account titled ESSER II – CRRSA Act 2021 and are anticipated to be available in FY24 in ESSER II- CRRSA Act 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.

Method of Payment: Payment is to be made monthly based on invoices which are supported by a summary of activities/deliverables 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. Invoices and reports shall be submitted to:

Anne Wallace, Academics and Assessment
NH Department of Education
Anne.K.Wallace@doe.nh.gov

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:

2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials
Date

E H H
1.25.23

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.

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.
- c. 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.

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 _____

EKH
1.25.23

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 NEW HAMPSHIRE LEARNING INITIATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 27, 2015. 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: 726744

Certificate Number: 0005911754



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

New Hampshire
**Learning
Initiative**

Certificate of Attestation
(To be used when the COV is beyond 30 days old)

February 2, 2023

I hereby certify that said Certificate of Authority, dated as of December 20, 2022, (attached hereto) 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. This authority remains valid for thirty (30) days. 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.

Walter Zanchuk
Walter Zanchuk, President of the Board of Directors, NHLI

3 February 2023
Date

CERTIFICATE OF VOTE
(Corporation without a Seal)

I, Walter Zanchuk, do hereby certify that: _____
(Name of the Clerk of the Corporation, cannot be signatory)

- (1) I am the duly elected president of New Hampshire Learning Initiative
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 28, 2022.
(date)

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

RESOLVED: That Ellen Hume-Howard, Executive Director,
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the Fifteenth day of December, 2022.
(day, month, yr) (must be same date as the contract date)
- (4) Ellen Hume-Howard is the duly elected Executive Director of the corporation.
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 20th day of December, 2022.

Walter Zanchuk
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On Dec 20, 2022 the foregoing instrument was acknowledged before me.

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

Norma M. Milne

My commission expires on:

Notary Public/Justice of the Peace

NORMA M. MILNE, Notary Public
My Commission Expires July 15, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2022

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME Eleanor Spinazzola	PHONE (A/C No. Ext) (603) 293-2791	FAX (A/C No) (603) 293-7188
	E-MAIL ADDRESS Eleanorspinazzola@esinsurance.net		
INSURED New Hampshire Learning Initiative Inc. One Liberty Lane East, Suite 110 Hampton NH 03842	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Philadelphia Insurance Co	
	INSURER B	Security National Insurance Company	19879
	INSURER C		
	INSURER D		
	INSURER E		

COVERAGES CERTIFICATE NUMBER: 22-23 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.

INSTR LTR	TYPE OF INSURANCE	ADULT SUBR (INSR) (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 APPL'ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			01/15/2023	01/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	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	N/A	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Department of Education 25 Hall 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

New Hampshire
**Learning
Initiative**

Better Education for All Students

NHLI'S MISSION STATEMENT

Creating and Supporting Meaningful, Enduring Innovation in Education

As of 2018

Financial Statements

NEW HAMPSHIRE LEARNING INITIATIVE, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT**

NEW HAMPSHIRE LEARNING INITIATIVE, INC.

**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2021 AND 2020**

	<u>ASSETS</u>	
	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,098,275	\$ 1,507,112
Prepaid expenses	18,401	2,898
Accounts receivable	<u>233,022</u>	<u>45,044</u>
Total current assets	<u>2,349,698</u>	<u>1,555,054</u>
OTHER ASSETS		
Security deposits	<u>3,500</u>	<u>3,500</u>
Total other assets	<u>3,500</u>	<u>3,500</u>
Total assets	<u>\$ 2,353,198</u>	<u>\$ 1,558,554</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 24,169	\$ 9,768
Accrued payroll and related taxes	19,863	7,915
Deferred revenue	19,910	-
Accrued expenses	<u>26,316</u>	<u>21,510</u>
Total current liabilities	<u>90,258</u>	<u>39,193</u>
NET ASSETS		
Without donor restrictions	1,315,308	918,684
With donor restrictions	<u>947,632</u>	<u>600,677</u>
Total net assets	<u>2,262,940</u>	<u>1,519,361</u>
Total liabilities and net assets	<u>\$ 2,353,198</u>	<u>\$ 1,558,554</u>

See Notes to Financial Statements

President



Val Zanchuk is President of Graphicast, Inc., a Jaffrey based manufacturer of precision-machined zinc alloy castings. Val has been active in STEM education and workforce development issues for almost 20 years. Val is past chair of the Business and Industry Association of New Hampshire, chair of the Manufacturing Strategic Partnership Initiative, and chair of the Governor's Pre-Engineering and Technology Advisory Council. He is also on the board of the New Hampshire Manufacturing Extension Partnership, the Manufacturing Leadership Council, the SEE Science Center, and serves on the State Workforce Innovation Board. Val received his BS and MEng degrees in Metallurgical Engineering from Lehigh University.

Treasurer



Dr. Mark Joyce served as executive director of the New Hampshire School Administrators' Association for 20 years, a private not-for-profit organization that represents all New Hampshire school system administrators and advocates on behalf of all children and public education. Mark advises businesses and organizations regarding education, leadership, and communication. He has taught grades 7-12, as well as at the graduate school level and has served as a school principal and as assistant superintendent of schools in New Hampshire. He has also served as a superintendent of schools in both New Hampshire and Maine.



Will Arvelo brings over 30 years of leadership experience within higher education and dealing with workforce development issues. A former President of Great Bay Community College, Will worked tirelessly to bridge higher education and business and industry to meet their workforce needs. Will is currently the Director for the State of New Hampshire Division of Economic Development. He is charged with oversight of the division, as well as developing a comprehensive economic development strategy for NH.



Christine Rath is the former Superintendent of Schools for the Concord, NH School District. She served in Concord for 30 years, as middle school principal, high school principal and Assistant Superintendent before becoming superintendent. Chris is currently an adjunct professor in school administration for the University of New Hampshire and Southern New Hampshire University and a teaching lecturer for Plymouth State University. She serves on the Advisory Committee for NHTI and is a member of the Central NH Regional Advisory Board for New Hampshire Charitable Fund.



Irv Richardson is currently the Coordinator for Public Education and School Support at NEA- New Hampshire. In this role, he provides professional learning opportunities for New Hampshire educators. Irv also teaches at Southern New Hampshire University in the Educational Leadership Doctoral Program. He has worked as an elementary classroom teacher, a principal, and as a senior consultant for TBA Consulting Group working extensively with states on projects such as Teacher Quality Enhancement grants, consulting with state department of education (New Hampshire, Connecticut, Rhode Island, South Carolina, and Hawaii), working on educator induction, developing leadership standards, working on the committee to write the 2011 InTASC standards and the InTASC learning progressions. Irv was Maine's Teacher of the Year in 1988 and received a National Educator Award from the Milken Foundation in 1993.



DEBRA METCALFE QUINT

Business Administrator

PROFILE

Debbie joined NHLI part-time in 2019 to support the important work being done by NHLI and its outstanding staff. As a result of the growth of the organization, her position became full-time in 2021.

Prior to NHLI, Debbie spent 35 years in alumni and development work for organizations including the Museum of Science - Boston, Lesley University, Tufts University, and the last 18 years at Harvard University.

Debbie graduated from UNH and lives in southern NH with her husband, Ted.

CONTACT

PHONE:
603-758-1464

WEBSITE:
<http://nhlearninginitiative.org>

EMAIL:
dmetcalfe@nhlearninginitiative.org

EDUCATION

University of New Hampshire
BS Degree 1983

WORK EXPERIENCE

New Hampshire Learning Initiative
Business Administrator
November 2019–Present

Keep things running smoothly through attention to detail, organization, process/system management, and a sense of humor. Specifically, managing the office, invoicing, event logistics, marketing, and administrative work.

Coco Early & Associates
Realtor®
March 2019–Present

Part-time passion working with buyers and sellers to find the right property.

Harvard University
1999-2018

Harvard Divinity School – Director of Alumni/ae Relations and Annual Giving – 1999-2007

Harvard Kenney School – Director of Alumni Relations – 2007-2009

Harvard Medical School – Director of Alumni Relations – 2009-2018

INTERESTS

GSSBR – Hospitality Committee Member – 2020-2023

Quintessential Assist – Assist with Organization and Clean Outs

English Conversation – Weekly conversation with Japanese PhD to strengthen her English conversation skills.

KEY PERSONNEL SHEET

NAME

**% of Salary That
Will Be Paid from the Grant**

**Debbie Metcalfe Quint
Business Administrator
Logistical Support**

8.8%