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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Office of the Commissioner  
25 Hall Street, Suite 304  
Concord, NH 03301  
TEL. (603) 271-3495

103

February 22, 2023

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

**REQUESTED ACTION**

Authorize the Department of Education, Division of Learner Support to amend a **sole source** contract with KaiPod Learning Inc., Boston, Massachusetts, (vendor code 397805) by increasing the amount by \$371,520 from \$1,448,000 to \$1,819,520, to include the implementation to the Connecting Bright Futures Program a KaiPod Summer Enrichment Program to support 3<sup>rd</sup>-12<sup>th</sup> grade learners through in-person academic and other enrichment activities, effective upon Governor and Council approval through September 30, 2024. The original contract was approved by Governor & Council on May 4, 2022 (Item #83) and amended on October 19, 2022 (Item #91). 100% Federal Funds.

Funds to support this request are available in the account titled ESSER III - ARP Act for FY23, and anticipated to be available in FY24, and FY25, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY22	FY23	FY24	FY25	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$311,057	\$0	\$421,158
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$312,943	\$883,200	\$1,286,042
06-56-56-562010-1958-0000-102-5007321 Contract for Program Services	-	-	\$112,320		\$112,320
Total	\$40,000	\$160,000	\$736,320	\$883,200	\$1,819,520

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

### EXPLANATION

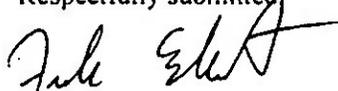
This request is **sole source** because KaiPod Learning Inc, is the only known entity operating in-person learning pods specifically designed to meet the unique needs of online learners, including those enrolled in the statewide Virtual Learning Academy Charter School (VLACS), or using another online curriculum.

Under its original contract, KaiPod Learning recruited 3rd to 12th grade eligible New Hampshire students either enrolled in or interested in enrolling in an online school using an online curriculum. Eligible students enroll in a program learning pod, space permitting, on the condition that the parent or guardian agree to KaiPod Learning's terms of service, as updated by KaiPod Learning from time to time. KaiPod Learning recruited students for each year of the program. This amended contract will allow KaiPod Learning to expand by offering students a Summer Enrichment Program in 2023 and 2024.

The Connecting Bright Futures Program offers New Hampshire students using online learning programs access to a small, multi-age learning center model, either through a school-based pod or through an independent pod, that provides a positive, friendly, and professional learning environment that connects students who normally would be studying alone at home with peers and KaiPod's experienced educators.

Learning pod programming is designed to complement students' online learning programs through expanded academic supports and enrichment activities. These supports are facilitated by educators, referred to as Learning Coaches, with a minimum of two years of experience managing and leading in-person classrooms.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education hereinafter "the Agency," and KaiPod Learning, Inc., Boston, MA, hereinafter "KaiPod Learning", (Vendor Code #397805) and, pursuant to an agreement between the parties that was approved by the Governor and Council on May 04, 2022 (Item #83) and amended on October 19, 2022 (Item #91), agree to modify same as follows:

1. Amend Section 1.8 Price Limitation by increasing the amount by \$371,520 from \$1,448,000 to \$1,819,520.
2. Amend Exhibit B to include the paragraph, "KaiPod will offer KaiPod Summer Enrichment Program (Program) at its Dover, NH and Manchester, NH locations for up to 9 weeks between June 1, 2023 and August 31, 2023 and June 1, 2024 and August 31, 2024. Families may enroll students for up to three (3) three-week sessions and the program will be capped at 48 equivalent students for 2023 and 96 students for 2024.
3. Amend Exhibit C-1a, by adding after Table C-1, Schedule of Payment. "NHED will be invoiced based on actual enrollment of NH student enrolled in the in the KaiPod Sumer Enrichment Program ("Program"). NHED will be invoiced at a rate of \$260 per week for 2023 and \$300 per week for 2024 for Students participating. Program. Students who begin a week will be invoiced at the full rate for the whole week. KaiPod shall receive \$130 for 2023 and \$150 for 2024 for students who register and cancel within seven days of the beginning of the Program."
4. Amend Exhibit C-1a. Limitation on Price to change the two values of \$1,448,000 to \$1,819,520.
5. Amend Exhibit C-1a. Source of Funding table by replacing it with the table below.

	FY22	FY23	FY24	FY25	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$311,057	\$0	\$421,158
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$312,943	\$883,200	\$1,286,042
06-56-56-562010-1958-0000-102			\$112,320		\$112,320
Total	\$40,000	\$160,000	\$736,320	\$883,200	\$1,819,520

6. Amend Exhibit C-1a, Method of Payment, to include an additional paragraph, "KaiPod Summer Enrichment Program will be invoiced by KaiPod Learning, Inc. monthly for students registering for and participating in the program. KaiPod Learning invoices will be Net30 from the date of issuance.
7. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
8. This amendment shall commence upon Governor and Council approval and shall terminate on (September 30, 2024).

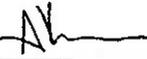
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: Frank Edelblut 3/6/2023  
Frank Edelblut, Commissioner of Education Date

KaiPod Learning Inc.  
Name of Corporation (Contractor)

By:  March 1, 2023  
Amar Kumar, CEO Date

Approved as to form, substance and execution by the Attorney General this 8 day of March, 2023

  
Elizabeth Brown, Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

# 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 KAIPOD LEARNING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 21, 2022. 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: **896181**

Certificate Number: **0005870043**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State

Certificate of Attestation  
Single Member

I, Amar Kumar, as a single member of my Business KaiPod Learning, Inc. hereby  
certify that I am authorized to execute contracts on behalf of my Business KaiPod Learning, Inc.  
and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this  
attestation as evidence that I have full authority to bind the organization.

I hereby certify that said authority has not been amended or repealed and  
remains in full force and effect as of the date of the contract to which this certificate is attached.  
This authority **remains valid for thirty (30)** days from the date of this Attestation. 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 organization. To the extent that there are any limits on the  
authority of any listed individual to bind the organization in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

Dated: Mar 1, 2023

Attest:   
\_\_\_\_\_  
(Amar Kumar, CEO)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2023

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).

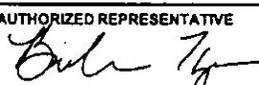
<b>PRODUCER</b> Dwight Rudd Insurance 101 Federal Street, Suite 1900 Boston MA 02110  License#: PC-786985	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617-542-1915      FAX (A/C, No): 617-542-8501 E-MAIL ADDRESS: info@dwightrudd.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Scottsdale Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 41297
<b>INSURED</b> KaiPod Learning Inc 24 Druid Hill Road Newton MA 02461	License#: PC-786985      KAPLEA-01	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y			6/28/2022	6/28/2023	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 \$
	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> 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</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions				6/28/2022	6/28/2023	Per Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 State of New Hampshire, NH Department of Education is included as an additional insured when required by written contract.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire NH Department of Education 25 Hall Street Concord NH 03301	<b>CANCELLATION</b>  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

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Office of the Commissioner  
25 Hall Street, Suite 304  
Concord, NH 03301  
TEL. (603) 271-3495

September 23, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education, Division of Learner Support to amend a **sole source** contract with KaiPod Learning Inc., Boston, Massachusetts, (vendor code 397805) by increasing the amount by \$1,048,000 from \$400,000 to \$1,448,000, to increase the implementation of the Connecting Bright Futures Program to support 3<sup>rd</sup>-12<sup>th</sup> grade online learners through in-person learning pods and academic enrichment, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds to support this request are available in the account titled ESSER III - ARP Act for FY23, and anticipated to be available in FY24, and FY25, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY22	FY23	FY24	FY25	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$200,000	\$0	\$310,101
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$424,000	\$624,000	\$1,137,899
Total	\$40,000	\$160,000	\$624,000	\$624,000	\$1,448,000

**EXPLANATION**

This request is **sole source** because KaiPod Learning Inc, is the only known entity operating in-person learning pods specifically designed to meet the unique needs of online learners, including those enrolled in the statewide Virtual Learning Academy Charter School (VLACS), or using another online curriculum.

Under its original contract, KaiPod Learning recruited 3rd to 12th grade eligible New Hampshire students either enrolled in or interested in enrolling in an online school using an online curriculum. Eligible students enroll in a program learning pod, space permitting, on the condition that the parent or guardian agree to KaiPod Learning's terms of service, as updated by KaiPod Learning from time to time. KaiPod Learning

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

recruited 40 students for each year of the program and had additional students and schools interested in participating. This amended contract will allow KaiPod Learning to expand the availability for the offering from 40 students to 96 students and increase the price per student from \$5,000 to \$6,500.

The Connecting Bright Futures Program offers New Hampshire students using online learning programs access to a small, multi-age learning center model, either through a school-based pod or through an independent pod, that provides a positive, friendly, and professional learning environment that connects students who normally would be studying alone at home with peers and KaiPod's experienced educators.

Learning pod programming is designed to complement students' online learning programs through expanded academic supports and enrichment activities. These supports are facilitated by educators, referred to as Learning Coaches, with a minimum of two years of experience managing and leading in-person classrooms.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education hereinafter "the Agency," and KaiPod Learning Inc., Boston, MA, hereinafter "KaiPod Learning" (Vendor Code #397805) and pursuant to an agreement between the parties that was approved by the Governor and Council on May 04, 2022 Item # (83) agree to modify same as follows:

1. Amend Section 1.8 Price Limitation by increasing the amount by \$1,048,000 from \$400,000 to \$1,448,000.
2. Amend the last sentence in Exhibit B, paragraph 1 from "The program, known as 'Connecting Bright Futures,' will operate in School Year 2022-2023 and School Year 2023-2024." to read, "The program, known as 'Connecting Bright Futures,' will operate in School Year 2022-2023, School Year 2023-2024, and school year 2024-2025."
3. Amend the last sentence in Exhibit B, paragraph 3 from "KaiPod Learning will recruit up to 40 students for each year of this contract to participate in this program." to read, "KaiPod Learning will recruit up to 96 students for each year of this contract to participate in this program."
4. Remove Exhibit C and replace with Exhibit C-1a.
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.

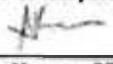
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office

By:  10/5/2022  
Frank Edelblut, Commissioner of Education Date

KaiPod Learning Inc.  
Name of Corporation (Contractor)

By:  September 16, 2022  
Amar Kumar, CEO 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 C-1a**  
**Method of Payment**

**TABLE C-1: Schedule of Payment**

A	B	C	D
Student Enrollment Date	Payment Date	Percent of Program Year	Amount
Program Commencement	Upon G&C Approval	N/A	\$40,000
Year 1 First Program Day	Start of Program Year ("First Program Day") plus 30 days	30%	\$1,200 per enrolled student
November 1, 2022	December 1, 2022	30%	\$1,200 per enrolled student
February 1, 2023	March 1, 2023	30%	\$1,200 per enrolled student
Last Program Day	Last Program Day plus 30 days	10%	\$400 per enrolled student

**TABLE C-2: Schedule of Payment**

A	B	C	D
Student Enrollment Date	Payment Date	Percent of Program Year	Amount
Year 2 First Program Day	Start of Program Year ("First Program Day") plus 30 days	30%	\$1,950 per enrolled student
November 1, 2023	December 1, 2023	30%	\$1,950 per enrolled student
February 1, 2024	March 1, 2024	30%	\$1,950 per enrolled student
Last Program Day	Last Program Day plus 30 days	10%	\$650 per enrolled student

**TABLE C-3: Schedule of Payment**

A	B	C	D
Student Enrollment Date	Payment Date	Percent of Program Year	Amount
Year 3 First Program Day	Not later than September 30, 2024	100%	\$6,500 per enrolled student

**Limitation on Price:** Upon mutual agreement between the state contracting officer and KaiPod Learning Inc., line items in this budget shall not exceed the price limitation of \$1,448,000. KaiPod Learning Inc. will monitor Program participation and reject Program Funds that would exceed \$1,448,000.

**Source of Funding:** Funds to support this request are available in the account titled ARP ESSER III for FY22, FY23; and anticipated to be available in FY24 and FY25, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY22	FY23	FY24	FY25	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$311,057	\$0	\$421,158
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$312,943	\$624,000	\$1,026,842
Total	\$40,000	\$160,000	\$624,000	\$624,000	\$1,448,000

Contractor Initials AK

Date 9/16/22

**Method of Payment:** Year 1. KaiPod Learning Inc. will invoice NHED per the schedule in Table C-1 on the corresponding date in column A of Table C-1. KaiPod Learning invoices will be Net30 from the date of issuance.

Year 2 KaiPod Learning Inc. will invoice NHED per the schedule in Table C-2 on the corresponding date in column A of Table C-2. KaiPod Learning invoices will be Net30 from the date of issuance.

Year 3 KaiPod Learning Inc. will invoice NHED per the schedule in Table C-3 on the corresponding date in column A of Table C-3. KaiPod Learning invoices will be Net30 from the date of issuance.

Invoice will be sent electronically to:

Jessica Lescarbeau  
Jessica.L.Lescarbeau@doe.nh.gov

Contractor Initials AL  
Date 9/16/22

# 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 KAIPOD LEARNING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 21, 2022. 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: 896181

Certificate Number: 0005870043



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September, A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed seal.

David M. Scanlan  
Secretary of State

Certificate of Attestation  
Single Member

I, Amar Kumar, as a single member of my Business KaiPod Learning, Inc. hereby  
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business KaiPod Learning, Inc.  
(Name of Business)  
and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this  
attestation as evidence that I have full authority to bind the organization.

I hereby certify that said authority has not been amended or repealed and  
remains in full force and effect as of the date of the contract to which this certificate is attached.  
This authority remains valid for thirty (30) days from the date of this Attestation. 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 organization. To the extent that there are any limits on the  
authority of any listed individual to bind the organization in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

Dated: 9/16/22

Attest:   
(Amar Kumar, GEO)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2022

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).

<b>PRODUCER</b> Dwight Rudd Insurance 101 Federal Street, Suite 1900 Boston MA 02110  License #: PC-789985	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 617-542-1915      FAX (A/C No): 617-542-8501 E-MAIL ADDRESS: info@dwhightrudd.com	
	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Scottsdale Insurance Co      NAIC # 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>INSURED</b> KaiPod Learning 24 Druid Hill Road Newton MA 02461  License #: KA1PLEA-01

**COVERAGES**      **CERTIFICATE NUMBER: 1586975027**      **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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	6/28/2022	6/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
	<b>AUTOMOBILE LIABILITY</b> <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 (Per 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</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions		[REDACTED]	6/28/2022	6/28/2023	Per Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 State of New Hampshire, NH Department of Education is included as an additional insured when required by written contract.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire NH Department of Education 25 Hall Street Concord NH 03301	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2022

**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).**

<b>PRODUCER</b> Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	<b>CONTACT NAME:</b> Justworks Customer Success <b>PHONE (A/C No. Ext.):</b> (888) 534-1711 <b>FAX (A/C. No.):</b> <b>E-MAIL ADDRESS:</b> support@justworks.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Justworks Employment Group LLC Labor Contractor, for co-employees of: KaiPod Learning, Inc. PO Box 7119 Church Street Station New York, NY 10008-7119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> American Zurich Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 40142</td> </tr> <tr><td><b>INSURER B:</b></td><td></td></tr> <tr><td><b>INSURER C:</b></td><td></td></tr> <tr><td><b>INSURER D:</b></td><td></td></tr> <tr><td><b>INSURER E:</b></td><td></td></tr> <tr><td><b>INSURER F:</b></td><td></td></tr> </table>	<b>INSURER A:</b> American Zurich Insurance Company	NAIC # 40142	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> American Zurich Insurance Company	NAIC # 40142												
<b>INSURER B:</b>													
<b>INSURER C:</b>													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**      **CERTIFICATE NUMBER: 22NY5171074240**      **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.**

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBJECT MATTER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER: \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ OTHER: \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[REDACTED]	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER - STATUTE <input type="checkbox"/> OTH - FR E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	[REDACTED]

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 KaiPod Learning, Inc.  
 147 Warren Ave Apt 2  
 Boston, MA 02116

<b>CERTIFICATE HOLDER</b>  NH Department of Education 25 Hall Street Concord, NH 03301	<b>CANCELLATION</b>  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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APR 20 '22 AM 9:52 RCUD



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
Office of the Commissioner  
125 Hall Street, Suite 304  
Concord, NH 03301  
TEL: (603) 271-3495

April 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, Division of Learner Support to enter into a sole source contract with KaiPod Learning Inc., Boston, Massachusetts, (vendor code 397805), in the amount not to exceed \$400,000, to implement the Connecting Bright Futures Pilot Program to support 3<sup>rd</sup>-12<sup>th</sup> grade online learners through in-person learning pods and academic enrichment. Effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds to support this request are available in the account titled ARP ESSER III for FY22, FY23 and anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY22	FY23	FY24	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$200,000	\$310,101
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$0	\$89,899
Total	\$40,000	\$160,000	\$200,000	\$400,000

**EXPLANATION**

The Department of Education requests to enter into a sole source contract. KaiPod Learning Inc. is the only known entity operating in-person learning pods specifically designed to meet the unique needs of online learners, including those enrolled in the statewide Virtual Learning Academy Charter School (VLACS), or using another online curriculum.

KaiPod Learning will recruit 3rd to 12th grade students who are currently New Hampshire residents either enrolled in or interested in enrolling in an online school using an online curriculum. Eligible students may participate in the program by enrolling in a learning pod, space permitting.

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

Page Two

updated by KaiPod Learning from time to time. KaiPod Learning will recruit up to 40 students for each year of this contract to participate in this program.

The Connecting Bright Futures Pilot Program will offer up to forty New Hampshire students in online learning programs access to no more than four learning pods. This small, multi-age instructional model conducted in-person provides a positive, friendly, and professional learning environment that connects students who normally would be studying alone at home with peers and KaiPod's experienced educators.

Learning pod programming is designed to complement students' online learning programs through expanded academic supports and enrichment activities. These supports are facilitated by educators, referred to as Learning Coaches, with a minimum of two years of experience managing and leading in-person classrooms.

Through ARP ESSER state level funds, as funds permit and depending on demand, the Department will pay for the cost of online learners enrolling in a learning pod for up to two years. The per student cost is \$5,000 for a full school year, which is less than a third of the average per pupil cost in New Hampshire of \$18,434. Students may transition or return to another learning environment, including their district public school, at any time during the program.

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

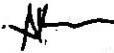
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Education		<b>1.2 State Agency Address</b> 101 Pleasant Street, Concord, NH 03301	
<b>1.3 Contractor Name</b> KaiPod Learning, Inc.		<b>1.4 Contractor Address</b> KaiPod Learning P.O. Box 610113 Newton Highlands, MA 02461	
<b>1.5 Contractor Phone Number</b> 773-819-5040	<b>1.6 Account Number</b> See Exhibit C	<b>1.7 Completion Date</b> September 30, 2024	<b>1.8 Price Limitation</b> \$400,000
<b>1.9 Contracting Officer for State Agency</b> Frank Edelblut, Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-3144	
<b>1.11 Contractor Signature</b>  Date: April 14, 2022		<b>1.12 Name and Title of Contractor Signatory</b> Amar Kumar, CEO	
<b>1.13 State Agency Signature</b>  Date: 4/18/22		<b>1.14 Name and Title of State Agency Signatory</b> Frank Edelblut, Commissioner of Education	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Christopher Bond, Attorney On: 4/18/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials AK  
 Date 4/14/22

**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 AK  
Date 4/14/22

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials AK  
Date 4/14/22

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).

Contractor Initials AK  
Date 4/14/22

**Exhibit B**  
**Scope of Services**

KaiPod Learning, Inc. ("KaiPod" or "KaiPod Learning") will facilitate learning pods in which online learners meet physically to complete their school work and interact under the supervision of a KaiPod Learning Coach (KLC). Eligible participants are 3rd - 12th grade New Hampshire students who are enrolled in virtual schools, including but not limited to curricular options provided by KaiPod, the statewide virtual charter school VLACS, or through a different online curriculum. The program, known as "Connecting Bright Futures," will operate in School Year 2022-2023 and School Year 2023-2024.

1. **Locations.** KaiPod Learning's learning pods are places where online learners meet physically to complete their school work and interact under the supervision of a KLC.
2. **Staff.** Each learning pod will be staffed by a KLC, who shall be an experienced educator, to support students in their academic assignments and create a safe, engaging place to be. With the guidance and leadership of a KLC, students will be able to attend their online classes and complete their virtual assignments at the learning pod.
  - 2.1. KaiPod Learning will hire educators with experience working with K-12 students. All KLCs will be hired, managed, and compensated by KaiPod Learning.
  - 2.2. KaiPod Learning will perform due diligence when selecting each KLC, including the completion of criminal history background checks and sex-offender registration searches. KaiPod Learning will prohibit employment of any KLC that has violated any offense enumerated in NH RSA:189:13-a, V, as determined through KaiPod Learning's background check process.
3. **Enrollment.** KaiPod Learning will recruit 3rd to 12th grade students who are currently New Hampshire residents either enrolled in or interested in enrolling in an online school using an online curriculum. Eligible students may participate in the program by enrolling in a learning pod, space permitting, on the condition that the parent or guardian agree to KaiPod Learning's terms of service, as updated by KaiPod Learning from time to time. KaiPod Learning will recruit up to 40 students for each year of this contract to participate in this program.
  - 3.1. All students enrolled at a New Hampshire KaiPod Learning location must be at the 3rd grade level or higher; eligible to attend a New Hampshire public school, and enrolled in an approved education program, including a public school (traditional or charter), non-public school, home education program or Education Freedom Account.
  - 3.2. KaiPod Learning will work directly with the student's education program to support any information needed for enrollment into a learning pod. This data will be provided to the respective education program in a timely manner. KaiPod

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Date 4/14/22

Learning may use whatever software, systems, or procedures that are compliant with relevant New Hampshire laws and regulations to collect and format such data. KaiPod Learning will use, comply with, and implement any other systems, policies, and procedures that the education program requests and that are required by law or regulation.

4. **Locations.** KaiPod Learning will take reasonable care to ensure that all learning pod locations are kept clean, safe, and secure. Learning pod locations will be approved by KaiPod Learning and the respective participating education program. Learning pods typically gather in rented offices or commercial zones, although the company is able to use available public or private venues if space allows. KaiPod Learning will be compliant with relevant local building and occupancy codes.

4.1. KaiPod Learning and the respective participating education program, except as set forth herein, will assign students to a particular learning pod location based on factors that may include: age, proximity to the student's home, preferences expressed by the parents or guardians of the student, or other factors that KaiPod Learning and the respective education program deem appropriate. KaiPod Learning students are permitted to attend only their assigned learning pod locations unless KaiPod Learning approves otherwise in writing. Given the capacity and contract constraints, KaiPod Learning cannot guarantee the ability to match each student who signs up.

4.2. A single KaiPod Learning location may hold multiple learning pods of students, each of which will be staffed by a KLC; each learning pod will enroll no more than twenty full-time students:

4.2.1. If there are more than twenty full-time students who want to enroll at a learning pod in a specific location, KaiPod Learning will take prompt, reasonable steps to hire an additional KLC in order to effectively support all of the students.

4.2.2. KaiPod Learning and the respective education program will determine the appropriate age of students who can attend a specific learning pod or site.

5. **Academic and Enrichment Program.** KaiPod Learning's learning pods are a supplement to support students enrolled in online schools. In this supporting role, KaiPod Learning strives to support students in making adequate grade level progress, no matter the virtual school or curriculum they are using.

5.1. Students enrolled in an online program will use that program's courses and curriculum materials. Students enrolled in an online program will use that program's courses and curriculum materials. Students using a KaiPod Learning on-line program will use that program's courses and curriculum materials.

Contractor Initials:   
Date: 10/1/22

- 5.2. In addition to supporting students in their curriculum of choice, KaiPod Learning will also create a space where students can bond and collaborate with one another.
- 5.2.1. Learning pod locations may contain board games, books, puzzles and the like, appropriate for the age and interests of the students in that location. KaiPod Learning intentionally builds professional spaces where students can feel both productive and engaged.
- 5.2.2. KLCs will organize regular enrichment activities for the students in their learning pod. For example, enrichments could be spent outside playing a sport, working on an art project, learning a board game, conducting a science experiment, engaging in creative writing, or processing current events together.
- 5.2.3. From time to time, KaiPod Learning may also contract outside provider(s) to run engaging enrichment activities for the students at the learning pod.
- 5.3. Subject to any restrictions imposed by law regarding student privacy, or as otherwise restricted by the parent or legal guardian of a child, KaiPod Learning may communicate with and provide feedback directly to NHED, as applicable, and to the parents or legal guardians of learning pod students. Such communication may include information regarding students' attendance at KaiPod Learning, success, probation, academic or behavioral concerns, and other feedback deemed appropriate by KaiPod Learning.
- 5.4. Twice a year, the KLC will write a progress report outlining student successes and areas where they can grow both academically and socially-emotionally. These progress reports will be distributed via email or sent in the mail upon the request of the family, and will represent an additional supplement to the report cards and progress reports they receive from their school for their full-time education program.
- 5.5. All students must provide their own laptop and other materials needed to engage in their online curriculum. KaiPod Learning will be responsible for ensuring a strong internet connection.

## 6. Reporting.

- 6.1. KaiPod Learning will keep detailed attendance records and will be able to provide information such as which students attended KaiPod Learning on select days; upon request. KaiPod Learning will deliver a detailed report within one week of it being requested by the respective education program or parent/guardian of a student. KaiPod Learning may use whatever software, systems, or procedures that are compliant with the laws and regulations governing New Hampshire public schools to collect and format that data.

AK  
Contractor Initials: \_\_\_\_\_  
Date: 4/14/22

7. **Removing a student from a learning pod:** If KaiPod Learning determines that, in its reasonable discretion, the academic and enrichment program is not able to support learning opportunities for a particular student, KaiPod Learning will notify the education program, the parent, and NHED of its determination by written notice. KaiPod Learning reserves the right to discontinue service to a student whom KaiPod Learning reasonably determines is making the learning pod a physically or emotionally unsafe learning environment, or leading to other negative impact on the learning pod as a whole.

8. **Special Education:** For students attending a learning pod, the education program in which they are enrolled is responsible, pursuant to the applicable laws and regulations for such program, for ensuring compliance with all special education obligations related to their students, including the Individuals with Disabilities Education Act ("IDEA") and for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). KaiPod Learning's sole responsibility with respect to these plans is to take reasonable measures to support any individualized education program ("IEP") or Section 504 plan ("504 Plan") (IEP and 504 Plan collectively being the "Individualized Plans") that is properly created and adopted by the virtual school student who is actively participating in the program.

8.1. If a KaiPod Learning student's parent or guardian makes a reasonable request to have a KLC participate in their child's IEP meeting, as may be required by the IDEA ("IEP Meeting"), the school of record, or the district designated by the school of record, will accommodate the request to the greatest extent allowed by state and federal law as determined by the parent or guardian.

AK  
Contractor Initials \_\_\_\_\_  
Date 4/14/22

**EXHIBIT C**  
**Method of Payment**

**TABLE C-1: Schedule of Payment**

A	B	C	D
<b>Student Enrollment Date</b>	<b>Payment Date</b>	<b>Percent of Program Year</b>	<b>Amount</b>
<b>Program Commencement</b>	Upon G&C Approval	N/A	\$40,000
<b>Year-1 First Program Day</b>	Start of Program Year ("First Program Day") plus 30 days	30%	\$1,200 per enrolled student
November 1, 2022	December 1, 2022	30%	\$1,200 per enrolled student
February 1, 2023	March 1, 2023	30%	\$1,200 per enrolled student
<b>Last Program Day</b>	<b>Last Program Day plus 30 days</b>	10%	\$400 per enrolled student

**TABLE C-2: Schedule of Payment**

A	B	C	D
<b>Student Enrollment Date</b>	<b>Payment Date</b>	<b>Percent of Program Year</b>	<b>Amount</b>
<b>Year 2 First Program Day</b>	Start of Program Year ("First Program Day") plus 30 days	30%	\$1,500 per enrolled student
November 1, 2023	December 1, 2023	30%	\$1,500 per enrolled student
February 1, 2024	March 1, 2024	30%	\$1,500 per enrolled student
<b>Last Program Day</b>	<b>Last Program Day plus 30 days</b>	10%	\$500 per enrolled student

**Limitation on Price:** Upon mutual agreement between the state contracting officer and KaiPod Learning Inc., line items in this budget shall not exceed the price limitation of \$400,000. KaiPod Learning Inc. will monitor Program participation and reject Program Funds that would exceed \$400,000.

AK  
Contractor Initials  
Date 4/14/23

**Source of Funding:** Funds to support this request are available in the account titled ARP ESSER III for FY22, FY23, and anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and Justified.

	FY22	FY23	FY24	Total
06-56-562010-24370000-072-509073 Grants Federal	\$0	\$110,101	\$200,000	\$310,101
06-56-562010-24370000-102-500731 Contract for Program Services	\$40,000	\$49,899	\$0	\$89,899
<b>Total</b>	<b>\$40,000</b>	<b>\$160,000</b>	<b>\$200,000</b>	<b>\$400,000</b>

**Method of Payment:** Year 1 KaiPod Learning Inc. will invoice NHED per the schedule in Table C-1 on the corresponding date in column A of Table C-1. KaiPod Learning invoices will be Net30 from the date of issuance.

Year 2 KaiPod Learning Inc. will invoice NHED per the schedule in Table C-2 on the corresponding date in column A of Table C-2. KaiPod Learning invoices will be Net30 from the date of issuance.

Invoices will be sent electronically to:

Aaron Fuchs, Acting Administrator, Covid-19 Education Programs  
[Aaron.J.Fuchs@doe.nh.gov](mailto:Aaron.J.Fuchs@doe.nh.gov)

AK  
 Contractor Initials \_\_\_\_\_  
 Date 4/14/23

## 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 contractor 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.

AK  
Contractor Initials: \_\_\_\_\_  
Date: 5/14/22

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 AK  
Date 4/14/22

**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

AK  
Contractor Initials: \_\_\_\_\_  
Date: 4/14/22

## Exhibit C

### 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 AK  
Date 4/14/22

**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 KAIPOD LEARNING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 21, 2022. 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: 696181

Certificate Number: 0005735620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of March A.D. 2022.

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

William M. Gardner  
Secretary of State

Business Information

<b>Business Name</b>	Eastern Shore Medical Center, Inc. Eastern Shore Health System Eastern Shore Health System One of Eastern Shore Health System 10000 Highway 100, P.O. Box 10000, Pocomoke Beach, MD, 20686, MD County of State of Maryland: Wicomico	Eastern Shore Health System Eastern Shore Health System One of Eastern Shore Health System 10000 Highway 100, P.O. Box 10000, Pocomoke Beach, MD, 20686, MD County of State of Maryland: Wicomico
<b>Business Type</b>	Health Services Health Services Health Services Health Services Health Services	Health Services Health Services Health Services Health Services Health Services

Principal Officers

<b>CEO</b>	Name: [Name] Address: [Address] City: [City]	<b>CEO</b>	Name: [Name] Address: [Address] City: [City]
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Principal Information

<b>Business Address</b>	10000 Highway 100, P.O. Box 10000, Pocomoke Beach, MD, 20686, MD County of State of Maryland: Wicomico
-------------------------	---

Registered Agent Information

<b>Registered Agent Name</b>	Name: [Name] Address: [Address] City: [City]
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State Agent Information

<b>State Agent Name</b>	Name: [Name] Address: [Address] City: [City]
-------------------------	--

Business Information

<b>Business Name</b>	<b>Business Address</b>	<b>Business Type</b>
----------------------	-------------------------	----------------------

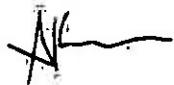
Certificate of Attestation  
Single Member

I, Amar Kumar, as a single member of my Business KaiPod Learning, Inc. hereby  
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business KaiPod Learning, Inc.  
(Name of Business)  
and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this  
attestation as evidence that I have full authority to bind the organization.

Dated: April 14, 2022

Attest:   
(Amar Kumar, CEO)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2022

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  
Dwight Rudd Insurance  
101 Federal Street, Suite 1900  
Boston MA 02110

CONTACT NAME: [Redacted]  
PHONE: (617) 542-1915 FAX: (617) 542-8501  
EMAIL: [Redacted] ADDRESS: info@dwrightrudd.com

KalPod Learning, Inc.  
24 Druid Hill Road  
Newton MA 02461

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Co	41297
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2005048301 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.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
(A)	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	[Redacted]	6/28/2021	6/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.L. accumulation) \$ 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 (E.L. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER RELATIVE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions		[Redacted]	6/28/2021	6/28/2022	Per Occurrence 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER  
State of New Hampshire  
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  
*[Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THIS 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).

<b>PRODUCER:</b> Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13630 Scottsdale, AZ 85267	<b>CONTACT NAME:</b> Justworks Customer Success <b>PHONE:</b> (888) 634-1711 <b>EMAIL:</b> support@justworks.com <b>ADDRESS:</b>
<b>INSURED:</b> Justworks Employment Group LLC Labor Contractor, for co-employees of KatPod Learning, Inc. PO Box 7719 Church Street Station New York, NY 10008-7113	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: American Zurich Insurance Company 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: 21NY0171074677 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.

TYPE OF INSURANCE	CLAIMS-MADE	OCUR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per person)
UMBRELLA LMB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>		08/18/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER POLICY E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
Location Coverage Period:				08/18/2021	08/01/2022	Client# 89106-CA

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

Coverage is provided for: KatPod Learning, Inc.  
No Fixed Address  
Sacramento, CA 95814

Coverage is provided for only those co-employees of, but not subcontractors to:

<b>CERTIFICATE HOLDER:</b> NH Department of Education 25 Hall Street Concord, NH 03301	<b>CANCELLATION:</b> 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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