

MLC



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

141

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603)-271-1953
Citizens Services Line 1-800-339-9900

May 16, 2023

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

REQUESTED ACTION

Authorize the Department of Education to amend the **sole source** Cooperative Project Agreement (CPA) with the University System of New Hampshire (VC #315187), Concord, NH 03301 by increasing the price limitation amount by \$734,781.65 from \$11,082,064.00 to \$11,816,845.65 without changing the end date, to continue block Zoom access accounts for participating NH Schools, effective upon Governor and Council approval through July 14, 2025. The original CPA was approved by Governor Christopher T. Sununu on July 22, 2020, amended on October 29, 2020, submitted to Governor and Council as Informational Item R on February 3, 2021, and amended on December 8, 2021 late item B. 100% Federal Funds.

Funds are available in the following accounts:

Account Name	Accounting String	FY21	FY22
CARES Act Governors Ed Fund	06-56-56-562010-19120000-072-500577	\$805,948.08	\$1,130,844.50
CARES Act Education Fund	06-56-56-562010-19130000-072-500577	\$805,948.08	\$1,130,844.50
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010-19220000-102-500731	\$1,251,055.84	\$0.00
ESSER II – CRRSA ACT 2021	06-56-56-562010-19580000-072-500577	\$0.00	\$0.00
	Total	\$2,862,952.00	\$2,261,689.00

Account Name	Accounting String	FY23	Change	Amended FY23
CARES Act Governors Ed Fund	06-56-56-562010-19120000-072-500577	\$959,521.50	(\$135,875.00)	\$823,646.50
CARES Act Education Fund	06-56-56-562010-19130000-072-500577	\$959,521.50	(\$135,875.00)	\$823,646.50
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010-19220000-102-500731	\$0.00	\$0.00	\$0.00
ESSER II – CRRSA ACT 2021	06-56-56-562010-19580000-072-500577	\$590,380.00	\$0.00	\$590,380.00
	Total	\$2,509,423.00	(\$271,750.00)	\$2,237,673.00

Account Name	Accounting String	FY24	Change	Amended FY24
ESSER II – CRRSA ACT 2021	06-56-56-562010-19580000-072-500577	\$1,714,000.00	\$0.00	\$1,714,000.00
ESSER II – CRRSA ACT 2021	06-56-56-562010-19580000-102-500731	\$0.00	\$386,632.91	\$386,632.91
ESSER III – ARP 2021	06-56-56-562010-24370000-072-500577	\$0.00	\$234,788.14	\$234,788.14
ESSER III – ARP 2021	06-56-56-562010-24370000-102-500731	\$0.00	\$385,110.60	\$385,110.60
	Total	\$1,714,000.00	\$1,006,531.65	\$2,720,531.65

Account Name	Accounting String	FY25	Change	Amended FY25
ESSER III – ARP 2021	06-56-56-562010-24370000-072-500577	\$1,734,000.00	\$0.00	\$1,734,000.00
	Total	\$1,734,000.00	\$0.00	\$1,734,000.00

Amended Totals by Fiscal Year:

FY21	FY22	FY23	FY24	FY25	Total
\$2,862,952.00	\$2,261,689.00	\$2,237,673.00	\$2,720,531.65	\$1,734,000.00	\$11,816,845.65

EXPLANATION

This request is **sole source** because the original item was **sole source**. The Department of Education (DOE) has entered into a Cooperative Project Agreement (CPA) with the University System of New Hampshire (USNH) to implement the iLearnNH system. The Amendment to the CPA exercises renewal options available to provide K-12 schools continued access to the software and accompanying support services.

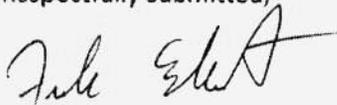
His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 3 of 3

The software, iLearnNH, is a comprehensive, state-of-the-art learning management system, integrated with video capture and editing features for education services, and video conference capabilities, which is available to all K-12 schools in New Hampshire. The iLearnNH management system includes technical support and training for schools, administrators, teachers, students, and their families and is actively in use in over twenty percent of New Hampshire K-12 schools with another cohort (representing about ten percent of K-12 schools) currently in the implementation phase.

iLearnNH is essential for NH schools as they continue to navigate the disruptions caused by the COVID-19 pandemic and will provide additional tools readily available to assist with anticipated intermittent periods of remote instruction. The iLearnNH system will integrate with existing school software, such as student information systems, for example Power School and Alma, and will provide schools and districts with essential additional tools for tracking student records, curriculum, grades, and attendance in an environment in which continued COVID-19 disruptions are anticipated. The system also enhances classroom learning for all schools by providing learning management system functionality which organizes and augments instructional content creation, distribution, and reuse.

The Amendment to the Cooperative Project Agreement adds two additional years of support services provided by USNH for a total of three years of support as well as two additional years of software license access for a total of five years of software access.

Respectfully submitted,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

Denis Goulet
Commissioner

May 25, 2023

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a Cooperative Project Agreement with the University System of New Hampshire (USNH), (VC# 315187) as described below and referenced as DoIT No. 2022-080C.

The purpose of this request is to amend the Cooperative Project Agreement with USNH. USNH will continue to provide access and support services to all K-12 schools for the iLearnNH program. The amendment exercises renewal options of the original Cooperative Project Agreement and updates the funding sources and amounts. Additionally, this amendment adds an additional year of Zoom software access.

This amendment increases the price from \$11,082,064.00 to \$11,816,845.65 and shall become effective upon the date of Governor and Executive Council approval through July 14, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2022-080C
cc: Tim DePalo, DoIT - IT Lead

AMENDMENT #3 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Education
and
The University System of New Hampshire

The Cooperative Project Agreement (the "Project Agreement"), approved by the State of New Hampshire Governor on July 20, 2020, for the Project titled "iLearn New Hampshire," amended and approved by the Governor on October 29, 2020, submitted to the Governor and Council as Information Item R on February 3, 2021, and amended on December 8, 2021 late item B is hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:
 - Exercise services renewal options in exhibit A-2 F
 - Funding sources and amounts in exhibit A-3
 - Update exhibit A-4 to add an additional year of Zoom access

Therefore, the Project Agreement is amended as follows:

- Exercise services renewal options in exhibit A-2 F:

Budget and Invoicing Instructions:

Price for iLearnNH -Support Services, Renewal Option, Third Year (July 15, 2023 through July 14, 2024): \$826,531.65

- Update funding sources and amounts in exhibit A-3

Remove:

Limitation on Price: Upon mutual agreement the State and USNH, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$11,082,064.00.

Replace with:

Limitation on Price: Upon mutual agreement the State and USNH, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$11,816,845.65.

Campus Authorized Official KJ
Date 5/11/23

Remove:

AU #	Grant Name	FY21	FY22	FY23	FY24	FY25	Total
19120000	GEER I	\$805,948.08	\$1,130,844.50	\$959,521.50	\$0.00	\$0.00	\$2,896,314.08
19130000	ESSER I	\$805,948.08	\$1,130,844.50	\$959,521.50	\$0.00	\$0.00	\$2,896,314.08
19220000	LMS	1,251,055.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,251,055.84
19580000	ESSER II	\$0.00	\$0.00	\$590,380.00	\$1,714,000.00	\$0.00	\$2,304,380.00
24370000	ESSER III ARP	\$0.00	\$0.00	\$0.00	\$0.00	1,734,000.00	\$1,734,000.00
	Totals	\$2,862,952.00	\$2,261,689.00	\$2,509,423.00	\$1,714,000.00	\$1,734,000.00	\$11,082,064.00

Replace with:

AU #	Grant Name	FY21	FY22	FY23	FY24	FY25	Total
19120000	GEER I	\$805,948.08	\$1,130,844.50	\$823,646.50	\$0.00	\$0.00	\$2,760,439.08
19130000	ESSER I	\$805,948.08	\$1,130,844.50	\$823,646.50	\$0.00	\$0.00	\$2,760,439.08
19220000	LMS	1,251,055.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,251,055.84
19580000	ESSER II	\$0.00	\$0.00	\$590,380.00	\$2,100,632.91	\$0.00	\$2,691,012.91
24370000	ESSER III ARP	\$0.00	\$0.00	\$0.00	\$619,898.74	1,734,000.00	\$2,353,898.74
	Totals	\$2,862,952.00	\$2,261,689.00	\$2,237,673.00	\$2,720,531.65	\$1,734,000.00	\$11,816,845.65

Amend exhibit A-4 F. Budget and Invoicing Instructions by adding:

4) Zoom Access: Year four (October 29, 2023 through October 28, 2024), not to exceed \$180,000.00 for FY 2024, comprised of the following:

a) Block of Zoom Access Accounts: \$180,000 for 15,000 Zoom Access accounts for use by participating NH schools.

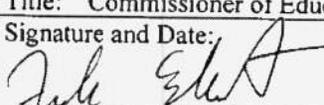
All other terms and conditions of the Project Agreement remain unchanged.

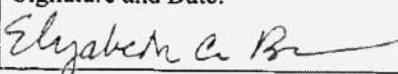
This Amendment, all previous Amendments, the Project Agreement, and the Master Agreement constitute the entire agreement between State and USNH regarding the Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment # 2 to the Cooperative Project Agreement.

Campus Authorized Official KJ
Date 5/11/23

By An Authorized Official of: University of New Hampshire	By An Authorized Official of: NH Department of Education
Name: Karen Jensen	Name: Frank Edelblut
Title: Director, Pre-Award Compliance	Title: Commissioner of Education
Signature and Date: Karen Jensen <small>Digitally signed by Karen Jensen Date: 2023.05.11 13:41:02 -04'00'</small>	Signature and Date:  5/30/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Elizabeth Brown	Name:
Title: Attorney	Title:
Signature and Date:  5/30/2023	Signature and Date:

Campus Authorized Official KJ
Date 5/11/23

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MLC



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
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Citizens Services Line 1-800-339-9900

December 3, 2021

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

REQUESTED ACTION

Authorize the Department of Education to retroactively amend the Cooperative Project Agreement (CPA) with the University System of New Hampshire (VC #315187), Concord, NH 03301 by exercising renewal options to extend the end date from July 14, 2021 to July 14, 2025, and increasing the amount by \$4,038,380.00 from \$7,043,684.00 to \$11,082,064.00 to implement the iLearnNH system, effective upon Governor and Council approval. The original CPA was approved by Governor Christopher T. Sununu on July 22, 2020, amended on October 29, 2020 and submitted to Governor and Council as Informational Item R on February 3, 2021. 100% Federal Funds.

Funds are available in the following accounts:

Account Name	Accounting String	FY21	Change	Amended FY21
CARES Act #3 Governors Ed Fund	06-56-56-562010- 19120000-072-500577	\$1,279,189.08	(\$473,241.00)	\$805,948.08
CARES Act #3 Education Fund	06-56-56-562010- 19130000-072-500577	\$1,279,189.08	(\$473,241.00)	\$805,948.08
Learning Mgmt Syst- GOFERR Funds	06-56-56-562010- 19220000-102-500731	\$1,251,055.84	\$0.00	\$1,251,055.84
	Total	\$3,809,434.00	\$(946,482.00)	\$2,862,952.00

Account Name	Accounting String	FY22	Change	Amended FY22
CARES Act Governors Ed Fund	06-56-56-562010- 19120000-072-500577	\$756,000.00	\$374,844.50	\$1,130,844.50
CARES Act Education Fund	06-56-56-562010- 19130000-072-500577	\$756,000.00	\$374,844.50	\$1,130,844.50
Learning Mgmt Syst- GOFERR Funds	06-56-56-562010- 19220000-102-500731	\$0.00	\$0.00	\$0.00
	Total	\$1,512,000.00	\$749,689.00	\$2,261,689.00

Account Name	Accounting String	FY23	Change	Amended FY23
CARES Act Governors Ed Fund	06-56-56-562010- 19120000-072-500577	\$861,125.00	\$98,396.50	\$959,521.50
CARES Act Education Fund	06-56-56-562010- 19130000-072-500577	\$861,125.00	\$98,396.50	\$959,521.50
Learning Mgmt Syst- GOFERR Funds	06-56-56-562010- 19220000-102-500731	\$0.00	\$0.00	\$0.00
ESSER II – CRRSA ACT 2021	06-56-56-562010- 19580000-072-500577	\$0.00	\$590,380.00	\$590,380.00
	Total	\$1,722,250.00	\$787,173.00	\$2,509,423.00

Account Name	Accounting String	FY24	FY25
ESSER II – CRRSA ACT 2021	06-56-56-562010- 19580000-072-500577	\$1,714,000.00	\$0.00
ESSER III – ARP 2021	06-56-56-562010- 24370000-072-500577	\$0.00	\$1,734,000.00
	Total	\$1,714,000.00	\$1,734,000.00

Amended Totals by Fiscal Year:

FY21	FY22	FY23	FY24	FY25	Total
\$2,862,952.00	\$2,261,689.00	\$2,509,423.00	\$1,714,000.00	\$1,734,000.00	\$11,082,064.00

EXPLANATION

This request is **retroactive** due to the Department being fully engaged in COVID response activities at the time the first amendment was proposed, and subsequently mistakenly did not extend the end date beyond the original period of the item.

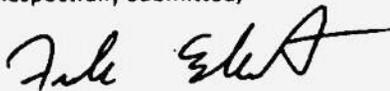
The Department of Education (DOE) has entered into a Cooperative Project Agreement (CPA) with the University System of New Hampshire (USNH) to implement the iLearnNH system. The Amendment to the CPA exercises renewal options available to provide K-12 schools continued access to the software and accompanying support services.

The software, iLearnNH, is a comprehensive, state-of-the-art learning management system, integrated with video capture and editing features for education services, and video conference capabilities, which is available to all K-12 schools in New Hampshire. The iLearnNH management system includes technical support and training for schools, administrators, teachers, students, and their families and is actively in use in over twenty percent of New Hampshire K-12 schools with another cohort (representing about ten percent of K-12 schools) currently in the implementation phase.

iLearnNH is essential for NH schools as they continue to navigate the disruptions caused by the COVID-19 pandemic and will provide additional tools readily available to assist with anticipated intermittent periods of remote instruction. iLearnNH is also vital for schools managing "hybrid" models that integrate traditional classroom instruction with remote instruction. The iLearnNH system will integrate with existing school software, such as student information systems, for example Power School, and will provide schools and districts with essential additional tools for tracking student records, curriculum, grades, and attendance in an environment in which continued COVID-19 disruptions are anticipated. The system also enhances classroom learning for all schools by providing learning management system functionality which organizes and augments instructional content creation, distribution and reuse.

The Amendment to the Cooperative Project Agreement adds two additional years of support services provided by USNH for a total of three years of support as well as two additional years of software license access for a total of five years of software access.

Respectfully submitted,



Frank Edelblut
Commissioner, DOE



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

December 1, 2021

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment to a Cooperative Project Agreement with the University System of New Hampshire, (VC# 315187) as described below and referenced as DoIT No. 2022-080.

This Cooperative Project Agreement amendment directs the University System of New Hampshire to provide software access and support services to K-12 schools. iLearnNH is a comprehensive, state-of-the art learning management system, integrated with video capture and editing education services, that will be made available to all K-12 schools in New Hampshire. The iLearnNH program will include technical support for schools, administrators, teachers, students, and their families. iLearnNH will be essential for NH schools as they continue to navigate the disruptions caused by the COVID-19 pandemic.

This CPA amendment requests a not to exceed amount of \$11,082,064 and shall become effective upon the date of Governor and Executive Council approval through July 14, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-080
cc: Doug Shelb, DoIT - IT Lead

AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Education
and
The University System of New Hampshire

The Cooperative Project Agreement (the "Project Agreement"), approved by the State of New Hampshire Governor on 07/22/2020, for the Project titled "iLearn New Hampshire," amended and approved by the Governor on 10/29/2020, and submitted to the Governor and Council as Information Item R on February 3, 2021 is hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:
 - Amend software access renewal options in exhibit A-1 F.4 and exhibit A-1 F.5
 - Exercise software access renewal options in exhibit A-1 F.4 and exhibit A-1 F.5
 - Exercise services renewal options in exhibit A-2 F
 - Update funding sources and amounts in exhibit A-3

Therefore, the Project Agreement is amended as follows:

- Other: Amend software access renewal options in exhibit A-1 F.4 and exhibit A-1 F.5
 - Remove:
 - 4) iLearn NH access Renewal Option, first Year (July 15, 2023, through July 14, 2024):
 - a) LMS Access Licenses: \$4.48 per year per FTE, not to exceed \$896,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,888.00 or 200,000 FTEs.
 - 5) iLearn NH access Renewal Option, Second Year (July 15, 2024, through July 14, 2025):
 - a) LMS Access Licenses: \$4.58 per year per FTE, not to exceed \$916,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,888.00 or 200,000 FTEs.

Replace with:

- 4) iLearn NH access Renewal Option, first Year (July 15, 2023, through July 14, 2024):
 - a) LMS Access Licenses: \$4.48 per year per FTE, not to exceed \$896,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,000.00 or 200,000 FTEs.
- 5) iLearn NH access Renewal Option, Second Year (July 15, 2024, through July 14, 2025):
 - a) LMS Access Licenses: \$4.58 per year per FTE, not to exceed \$916,000.00 or 200,000 FTEs.

Campus Authorized Official KJ
Date 12/2/21

b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,000.00 or 200,000 FTEs.

Exercise software access renewal options in exhibit A-1 F.4 and exhibit A-1 F.5:

- 4) iLearn NH access Renewal Option, first Year (July 15, 2023, through July 14, 2024):
 - a) LMS Access Licenses: \$4.48 per year per FTE, not to exceed \$896,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,000.00 or 200,000 FTEs.
- 5) iLearn NH access Renewal Option, Second Year (July 15, 2024, through July 14, 2025):
 - a) LMS Access Licenses: \$4.58 per year per FTE, not to exceed \$916,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,000.00 or 200,000 FTEs.

Exercise services renewal options in exhibit A-2 F:

Budget and Invoicing Instructions:

Price for iLearnNH -Support Services, Renewal Option, First Year (July 15, 2021 through July 14, 2022): \$749,689.00

Price for iLearnNH -Support Services, Renewal Option, Second Year (July 15, 2022 through July 14, 2023): \$787,173.00

Update funding sources and amounts in exhibit A-3

Remove:

Limitation on Price: Upon mutual agreement the State and USNH, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$7,043,684.00.

Replace with:

Limitation on Price: Upon mutual agreement the State and USNH, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$11,082,064.00.

Remove:

AU #	Grant Name	FY21	FY22	FY23	Total
19120000	CARES Act #3 Governors Ed Fund	\$1,279,189.08	\$756,000.00	\$861,125.00	\$2,896,314.08
19130000	CARES Act #3 Education Fund	\$1,279,189.08	\$756,000.00	\$861,125.00	\$2,896,314.08
19220000	Learning Mgmt Syst-GOFERR Funds	\$1,251,055.84	\$0.00	\$0.00	\$1,251,055.84
Totals		\$3,809,434.00	\$1,512,000.00	\$1,722,250.00	\$7,043,684.00

Campus Authorized Official KJ
Date 12/2/21

Replace with:

AU #	Grant Name	FY21	FY22	FY23	FY24	FY25	Total
19120000	CARES Act #3 Governors Ed Fund	\$805,948.08	\$1,130,844.50	\$959,521.50	\$0.00	\$0.00	\$2,896,314.08
19130000	CARES Act #3 Education Fund	\$805,948.08	\$1,130,844.50	\$959,521.50	\$0.00	\$0.00	\$2,896,314.08
19220000	Learning Mgmt Syst-GOFERR Funds	\$1,251,055.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,251,055.84
19580000	ESSER II - CRRSA ACT 2021	\$0.00	\$0.00	\$590,380.00	\$1,714,000.00	\$0.00	\$2,304,380.00
24370000	ESSER III - ARP 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$1,734,000.00	\$1,734,000.00
	Totals	\$2,862,952.00	\$2,261,689.00	\$2,509,423.00	\$1,714,000.00	\$1,734,000.00	\$11,082,064.00

All other terms and conditions of the Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Project Agreement, and the Master Agreement constitute the entire agreement between State and USNH regarding the Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment # 2 to the Cooperative Project Agreement.

By An Authorized Official of: University of New Hampshire	By An Authorized Official of: NH Department of Education
Name: Karen Jensen	Name: Frank Edelblut
Title: Director, Pre-Award Compliance	Title: Commissioner of Education
Signature and Date: <i>Karen Jensen</i> 12/2/21	Signature and Date: <i>Frank Edelblut</i> 12/03/21

By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Christopher G. Bond	Name:
Title: Attorney	Title:
Signature and Date: <i>Christopher G. Bond</i> 12/03/21	Signature and Date:

Campus Authorized Official KJ
Date 12/2/21

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603)-271-1953
Citizens Services Line 1-800-339-8900

January 19, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18 2020-20, 2020-21, 2020-23, 2020-24, and 2020-25 and suspend the Manual of Procedures 150, V., A., 8., requirement, authorize the Department of Education to amend the Cooperative Project Agreement (CPA) with the University System of New Hampshire (VC #315187), 5 Chenell Dr. #301, Concord, NH 03301 by increasing the amount by \$812,500.00, from \$6,231,184.00 to \$7,043,684.00, to implement the iLearnNH system (as described below). The original CPA was approved by Governor Christopher T. Sununu on July 22, 2020, attached. 100% Transfer of Federal Funds.

Funds are available in the following accounts:

Account Name	Accounting Unit	FY21	Change	Amended FY21
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010-19220000-102-500731	\$1,251,055.84	\$0	\$1,251,055.84
CARES Act Education Fund	06-56-56-562010-19130000-072-500577	\$1,112,939.08	\$166,250.00	\$1,279,189.08
CARES Act Governors Ed Fund	06-56-56-562010-19120000-072-500577	\$1,112,939.08	\$166,250.00	\$1,279,189.08
	Total	\$3,476,934.00	\$332,500.00	\$3,809,434.00

Account Name	Accounting Unit	FY22	Change	Amended FY22
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010-19220000-102-500731	\$0	\$0	\$0
CARES Act Education Fund	06-56-56-562010-19130000-072-500577	\$636,000.00	\$120,000.00	\$756,000.00
CARES Act Governors Ed Fund	06-56-56-562010-19120000-072-500577	\$636,000.00	\$120,000.00	\$756,000.00
	Total	\$1,272,000.00	\$240,000.00	\$1,512,000.00

Account Name	Accounting Unit	FY23	Change	Amended FY23
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010-19220000-102-500731	\$0	\$0	\$0
CARES Act Education Fund	06-56-56-562010-19130000-072-500577	\$741,125.00	\$120,000.00	\$861,125.00
CARES Act Governors Ed Fund	06-56-56-562010-19120000-072-500577	\$741,125.00	\$120,000.00	\$861,125.00
	Total	\$1,482,250.00	\$240,000.00	\$1,722,250.00

Amended Totals by Fiscal Year:	FY21	FY22	FY23	Total
	\$3,809,434	\$1,512,000	\$1,722,250	\$7,043,684

EXPLANATION

The Department of Education (DOE) has entered into a Cooperative Project Agreement with the University System of New Hampshire (USNH) to implement the iLearnNH system. The amendment to the CPA changes the pricing for "Instances" (i.e., initial set-ups for schools) of the iLearnNH system to match the pricing obtained by USNH from its software vendor. The Amendment also adds an additional software component to the iLearnNH LMS system to allow additional teleconferencing capabilities for all participating schools.

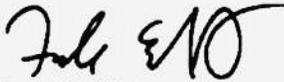
His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
Page 3 of 3

iLearnNH is a comprehensive, state-of-the art learning management system, integrated with video capture and editing education services, that will be made available to all K-12 schools in New Hampshire. The iLearn program will include technical support for schools, administrators, teachers, students, and their families.

iLearnNH will be essential for NH schools as they continue to navigate the disruptions caused by the COVID-19 pandemic and will provide additional tools to assist with anticipated intermittent periods of remote instruction and support contemplated by the "New Hampshire Grades K-12 Back-to-School Guidance" (the Guidance) recently issued by NHDOE. iLearnNH will also be vital for schools managing "hybrid" models that integrate traditional classroom instruction with remote instruction, which is also contemplated by the Guidance. The iLearnNH system will integrate with existing school software, such as Power School and Zoom, and will provide schools with essential additional tools for tracking student records, curriculum, grades, and attendance in an environment in which continued COVID-19 disruptions are anticipated.

The Cooperative Project Agreement provides iLearnNH system access for three years, with the option to renew for two additional years, and provides for iLearnNH support services for one year, with the option to renew such support services for four years. The funds provided by the CRF Grant will support the purchase of software licenses for the first year of the CPA term and will provide for technical support and assistance from the effective date through December 30, 2020.

Respectfully submitted,



Frank Edelblut
Commissioner, DOE



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE
for

EMERGENCY RELIEF AND RECOVERY

July 22, 2020

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

**REQUESTED ACTION UNDER RSA 21:43, RSA 445: RSA 4:47, AND EXECUTIVE ORDER 2020-04 AS
EXTENDED BY EXECUTIVE ORDER 2020-05, 2020-08, 2020-09, 2020-10 AND 2020-14 AND 2020-15**

Dear Governor Sununu,

1. The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to transfer \$1,251,056.00 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to the New Hampshire Department of Education (DOE) to support the iLearnNH system effective upon your approval through December 30, 2020. 100% Federal Funds.

Funds for this transfer are available in 01-02-002-020210-19110000 - Governor's Office for Emergency Relief & Recovery, Office of the Director, as follows:

085-588595 - Inter-Agency Transfer of Federal Funds	FY 2021 \$1,251,056
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2. Contingent on approval of action item #1, authorize the NHDOE to accept and expend \$1,251,056.00 from the GOFERR to support the iLearnNH system. These appropriations will be budgeted as allocated below effective upon your approval through December 30, 2020. 100% Transfer of Federal Funds.

Funds will be budgeted in FY 2021 as follows:

06-56-56-562010-1910000 LEARNING MGMT SYST - GOFERR FUNDS		
CLASS	ACCOUNT	BUDGET REQUEST
102 - CONTRACTS FOR PROGRAM SERVICES	500731	\$ 1,251,056
	TOTAL EXPENSES	\$ 1,251,056
SOURCE OF FUNDS		
000 - Transfer of Federal Funds	488502	\$ 1,251,056
	TOTAL FUNDS	\$ 1,251,056

3. Contingent on approval of action item #2, authorize the NHDOE to enter into the attached Cooperative Project Agreement (CPA) with the University System of New Hampshire (VC #315187), 5 Chenell Dr. #301, Concord, NH 03301 in an amount not to exceed \$6,231,184.00 to implement the iLearnNH system (as described below). 100% Transfer of Federal Funds.

Funds are available in the following accounts:

Account Name	Accounting Unit	FY21	FY22	FY23	Total
Learning Mgmt Syst-GOFERR Funds	06-56-56-562010- 19220000-102-500731	\$1,251,055.84	\$0	\$0	\$ 1,251,055.84
CARES Act Education Fund	06-56-56-562010- 19130000-072-500577	\$1,112,939.08	\$636,000.00	\$741,125.00	\$2,490,064.08
CARES Act Governors Ed Fund	06-56-56-562010- 19120000-072-500577	\$1,112,939.08	\$636,000.00	\$741,125.00	\$ 2,490,064.08
	Total	\$3,476,934.00	\$1,272,000.00	\$1,482,250.00	\$6,231,184.00

EXPLANATION

The Department of Education (DOE) will enter into a Cooperative Project Agreement with the University System of New Hampshire (USNH) to implement the iLearnNH system.

iLearnNH is a comprehensive, state-of-the art learning management system, integrated with video capture and editing education services, that will be made available to all K-12 schools in New Hampshire. The iLearn program will include technical support for schools, administrators, teachers, students, and their families.

iLearnNH will be essential for NH schools as they continue to navigate the disruptions caused by the COVID-19 pandemic and will provide additional tools to assist with anticipated intermittent periods of remote instruction and support contemplated by the "New Hampshire Grades K-12 Back-to-School Guidance" (the Guidance) recently issued by NHDOE that will occur this fall. iLearnNH will also be vital for schools managing "hybrid" models that integrate traditional classroom instruction with remote instruction, which is also contemplated by the Guidance. The iLearnNH system will integrate with existing school software, such as Power School and Zoom, and will provide schools with essential additional tools for tracking student records, curriculum, grades, and attendance in an environment in which continued COVID-19 disruptions are anticipated.

The Cooperative Project Agreement provides iLearnNH system access for three years, with the option to renew for two additional years, and provides for iLearnNH support services for one year, with the option to renew such support services for four years. The funds provided by the CRF Grant will support the

His Excellency, Governor Christopher T. Sununu
July 21, 2020
Page 3 of 3

purchase of software licenses for the first year of the CPA term and will be operational this fall, before December 30, 2020 and will provide for technical support and assistance from the effective date through December 30, 2020.

All CARES Act funds must be spent by the recipients before December 30, 2020.

Respectfully submitted,



Joseph Dolron
Deputy Director, GOFERR

Respectfully submitted,



Frank Edelblut
Commissioner, DOE

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and suspend the Manual of Procedures 150, V., A., 8., requirement.

July 22, 2020
Date


Christopher T. Sununu
Governor

COOPERATIVE PROJECT AGREEMENT
 between the
STATE OF NEW HAMPSHIRE, Department of Education
 and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement ("Project Agreement") is entered into by the State of New Hampshire, Department of Education, ("State") and the University System of New Hampshire ("USNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor of the State of New Hampshire approves this Project Agreement ("Effective Date") and shall end on 7/14/2023, subject to two one year renewal options as set forth in Exhibit A-1, except that the services set forth on Exhibit A-2 shall end on 7/14/2021, subject to four one-year renewal options as set forth in Exhibit A-2. If the provision of services by USNH precedes the Effective date, all services performed by USNH shall be performed at the sole risk of USNH and in the event that this Project Agreement does not become effective, the State shall be under no obligation to pay USNH for costs incurred or services performed.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibits A-1 and Exhibits A-2, the content of which are incorporated herein as a part of this Project Agreement. The iLearnNH system and the support services therefore, as described in Exhibits A-1 and A-2 herein, are essential for schools as they continue to navigate disruptions caused by the COVID-19 pandemic and will provide additional tools to assist schools with anticipated intermittent periods of remote instruction and support any hybrid models of traditional instruction supplemented by remote instructions and support. As schools begin to re-open at the end of August, 2020, the State is recommending in its "New Hampshire Grades K-12 Back-to-School Guidance," published in July 2020, that schools be prepared to offer remote instruction as needed to students and families with health concerns related to the COVID-19 pandemic and that schools be prepared to shift to more general remote instruction as needed in the event of an outbreak. The iLearnNH system will give all NH K-12 schools access to a comprehensive, state-of-the-art learning management system. The system will integrate with existing school software, such as Power School and Zoom, and will provide schools with essential additional tools for tracking student records, curriculum, grades, and attendance in an environment in which continued COVID-19 disruptions are anticipated. The iLearnNH system and supports are necessary for New Hampshire K-12 schools immediately as they prepare for the 2020-2021 school year. Implementation and services will begin during July 2020 and be operational for the start of the school year in fall 2020.

Project Title: iLearnNH

D. The following individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator	USNH Project Administrator
Name: Stephen Appleby, Director	Name: Linda Goulette, Director
Address: NH Department of Education Division of Educator Support and Higher Education 101 Pleasant Street	Address: IT Finance and Planning 1 Leavitt Lane Durham, NH 03824 it.bso@unh.edu

USNH Authorized Official 
 Date 07/21/2020

Concord, NH 03301 Stephen.Appleby@doe.nh.gov	
Phone: (603)271-2408	Phone: (603)862-4187

E. The following individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

<u>State Project Director</u>	<u>USNH Project Director</u>
Name: Stephen Appleby, Director	Name: David Blezard, Director
Address: NH Department of Education Division of Educator Support and Higher Education 101 Pleasant Street Concord, NH 03301	Address: Enterprise Technology and Services 18 Library Way Durham, NH 03824 David.Blezard@unh.edu
Phone: (603)271-2408	Phone: (603)862-0213

F. Total State funds in the amount of \$6,231,184.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. The State will not reimburse USNH for costs exceeding the amount specified in this paragraph.

Check if applicable

USNH will cost-share Click here to enter text. % of total costs during the term of this Project Agreement.

Federal funds paid to USNH under this Project Agreement are from Grant No. S425C200032 from the US Department of Education under CFDA# 84.425C; Grant No. S425D200017 from the US Department of Education under CFDA#84.425D; and the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire. Federal regulations required to be passed through to USNH as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement. Grant specific program assurances are attached hereto as Exhibit C.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:
Click here to enter text.

H. State has chosen not to take possession of equipment purchased under this Agreement.

State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by USNH in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and USNH regarding this Cooperative Project, and supersede and replace any previously existing arrangements,

USNH Authorized Official 
Date: 07/21/2020

oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire and the State of New Hampshire, Department of Education have executed this Project Agreement.

By An Authorized Official of:	By An Authorized Official of:
University System of New Hampshire	Department of Education
Name:	Name: Frank Edelblüt
Title:	Title: Commissioner of Education
Signature and Date:	Signature and Date:

By An Authorized Official of:
The New Hampshire Office of the Attorney General
Name: Anne M. Edwards
Title: Assistant Attorney General
Signature and Date: <i>[Signature]</i>

7/21/20

USNH Authorized Official _____
Date _____

oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire and the State of New Hampshire, Department of Education have executed this Project Agreement.

By An Authorized Official of:	By An Authorized Official of:
University System of New Hampshire	Department of Education
Name:	Name: Frank Edelblut
Title:	Title: Commissioner of Education
Signature and Date:	Signature and Date: <i>Frank Edelblut</i> 7-21-20

By An Authorized Official of:
The New Hampshire Office of the Attorney General
Name:
Title:
Signature and Date:

USNH Authorized Official _____
Date _____

oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire and the State of New Hampshire, Department of Education have executed this Project Agreement.

By An Authorized Official of:	By An Authorized Official of:
University System of New Hampshire	Department of Education
Name: Catherine A. Provencher	Name: Frank Edelblut
Title: Vice Chancellor for Financial Affairs	Title: Commissioner of Education
Signature and Date:  07/21/2020	Signature and Date:

By An Authorized Official of:
The New Hampshire Office of the Attorney General
Name:
Title:
Signature and Date:

USNH Authorized Official 
Date 07/21/2020

EXHIBIT A-1

A. Project Title: iLearnNH - LMS Access

B. Project Period: From the Effective Date through July 14, 2023, if funding is available, subject to two consecutive one-year renewals exercisable at the option of the State, as set forth in Section F of this Exhibit A-1. The State shall have the option to terminate this Project Agreement at any time, upon thirty days' written notice, if the State has secured an alternative funding source for iLearnNH and the parties have reached an agreement to continue the iLearn Project utilizing said funding source from the date of this Project Agreement's termination through July 14, 2023, or such other date as agreed to by the parties, at the same cost as the then-remaining deliverables described in this Exhibit A-1.

C. Objectives: To provide access for all K-12 schools, both public and non-public, in New Hampshire (collectively "NH Schools") to a learning management system procured by the USNH from University Corporation for Advanced Internet Development d/b/a Internet2 ("Canvas"), as described in that certain Internet 2 Customer Agreement, effective July 1, 2020, and the corresponding Service Order Form number Q-133462-4 (the "LMS") with ancillary video capture and editing educational services that interface with the LMS procured from Kaltura Inc. ("Kaltura") as set forth more particularly in that certain Kaltura quote dated July 14, 2020 ("Kaltura license"), (collectively the "iLearn NH system") and to provide support services for the iLearn NH system as set forth more fully in Exhibit A-2.

D. Scope of Work: USNH (vendor code 315187) shall provide access to the iLearn NH system, to all NH Schools, their administrators, teachers, students, and families of students for the duration of the Project Agreement at the costs set forth in Section F of this Exhibit A-1. USNH represents that it has obtained or will obtain appropriate authorization from Canvas and Kaltura to provide such iLearn NH system access. Support services will be provided directly by USNH as set forth in Exhibit A-2.

E. Deliverables Schedule: Deliverables are detailed in the section F, Budgeting and Invoicing.

F. Budget and Invoicing Instructions:

- 1) iLearnNH access: Year One (Effective Date through July 14, 2021), not to exceed \$2,763,000.00 for FY 2021, comprised of the following:
 - a) Block of LMS access licenses: \$420,000 for annual access licenses for up to and including 100,000 full-time student equivalents ("FTE") in the LMS (licenses include access for family, teachers, and administrators, but pricing and license counts are determined on a per FTE basis).
 - b) Initial LMS implementation - Initial 75 instances: \$337,500.00 for 75 "Instances." An "Instance" is defined as an initial one-time set up of the LMS for one School Administrative Unit ("SAU") or one nonpublic school. The initial 75 instances will be completed no later than December 30, 2020.
 - c) Dedicated Canvas Consultant: \$195,000.00 for a dedicated consultant provided by USNH's LMS vendor, to assist USNH staff in providing the Support Services as defined in Exhibit A-2.
 - d) Administrative Consultant: \$9,000 for administrative consultant fees for 60 hours of initial administrative consultation with USNH's LMS vendor. Administrative Consultant services shall all be utilized prior to December 30, 2020.

USNH Authorized Official 
Date 07/21/2020

- e) Onsite Training Fee: \$94,000 for 47 days of onsite training. Onsite training will be invoiced in Year One, but the 47 days of live onsite training may be utilized by the State any time during the initial contract term.
 - f) Kaltura: \$434,000.00 for annual access to the Kaltura services for up to and including 100,000 FTE (licenses include access for family, teachers, and administrators, but pricing and license counts are determined on a per FTE basis).
 - g) Dedicated Kaltura Consultant: \$160,000.00 for a dedicated consultant provided by Kaltura, to assist USNH staff in providing the Support Services as defined in Exhibit A-2 and in integrating the Kaltura services with the LMS.
 - h) Additional LMS Licenses: The State may purchase additional annual LMS access licenses in Year One at a price of \$4.20 per FTE up to \$105,000.00 or 25,000 additional FTEs.
 - i) Additional Kaltura Licenses: The State may purchase additional annual Kaltura licenses in Year One at a price of \$4.34 per FTE up to \$108,500.00 or 25,000 additional FTEs.
 - j) Additional Instances: Upon completion of the 75 initial Instances in this Section F.1.b., the State shall have the option to purchase additional Instances in Year One, at a price of \$4,500.00 per Instance, not to exceed 200 additional Instances or \$900,000.00. If all 200 additional Instances are not used in Year One, the option to purchase the remaining additional Instances shall roll to Year Two and those not purchased in Year Two shall roll to Year Three, except that no Additional Instances may be purchased after September 30, 2022.
- 2) iLearnNH access: Year Two (July 15, 2021, through July 14, 2022), not to exceed \$1,272,000.00 for FY 2022, comprised of the following:
- a) Block of LMS access licenses: \$536,250.00 for access licenses for up to and including 125,000 FTEs in the LMS.
 - b) Additional LMS access licenses: The State may purchase additional licenses in Year One at a price of \$4.29 per FTE up to \$107,250.00 or 25,000 additional FTE.
 - c) Kaltura: \$523,750.00 for annual access to the Kaltura services for up to and including 125,000 FTE.
 - d) Additional Kaltura Licenses: The State may purchase additional annual Kaltura licenses in Year One at a price of \$4.19 per FTE up to \$104,750.00 or 25,000 additional FTEs.
- 3) iLearnNH access: Year Three (July 15, 2022, through July 14, 2023), not to exceed \$1,482,250.00 for FY 2023, comprised of the following:
- a) Block of LMS access licenses: \$657,000.00 for access licenses for up to and including 150,000 FTEs in the LMS;
 - b) Additional LMS access licenses: The State may purchase additional licenses in Year One at a price of \$4.38 per FTE up to \$109,500.00 or 25,000 additional FTE.
 - c) Kaltura: \$613,500.00 for annual access to the Kaltura services for up to and including 150,000 FTE.

USNH Authorized Official 
 Date: 07/21/2020

- d) Additional Kaltura Licenses: The State may purchase additional annual Kaltura licenses in Year One at a price of \$4.09 per FTE up to \$102,250.00 or 25,000 additional FTEs

Renewal Options

- 4) iLearn NH access Renewal Option, First Year (July 15, 2023, through July 14, 2024):
- a) LMS Access Licenses: \$4.48 per year per FTE, not to exceed \$896,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,888.00 or 200,000 FTEs
- 5) iLearn NH access Renewal Option, Second Year (July 15, 2024, through July 14, 2025):
- a) LMS Access Licenses: \$4.58 per year per FTE, not to exceed \$916,000.00 or 200,000 FTEs.
 - b) Additional Kaltura Licenses: \$4.09 per year per FTE, not to exceed \$818,888.00 or 200,000 FTEs

Method of Payment:

For Year One of the Services Outlined in this Exhibit A-1:

Annual Payments:

- Payment in the amount of \$766,500.00 shall be made no later than September 1, 2020, for the licenses set forth in Section F.1.a and f above, the Initial Implementations set forth in Section F.1.b, and the Administrative Consultant Services set forth in Section F.1.d. The State contemplates that payments made pursuant to this paragraph from the Effective Date up to and including December 30, 2020, shall be made from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire.

Monthly Payments:

- Monthly payments in the amount of \$37,416.67, payable on or before the 30th of each calendar month beginning in August 2020, will be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the Project Agreement, for the services set forth in Sections F.1.c., e., and g. The State contemplates that payments made pursuant to this paragraph from the Effective Date up to and including December 30, 2020, shall be made from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire.

For Year Two of the Services Outlined in this Exhibit A-1: Payment shall be made no later than September 1, 2021 for the items set forth in Section F.2.a. and c above.

USNH Authorized Official 
Date: 07/21/2020

~~For Year Three of the Services Outlined in this Exhibit A-1:~~ Payment shall be made not later than September 1, 2022, for the items set forth in Section F.3.a and c. above.

Monthly billing: For additional LMS licenses and additional Kaltura licenses, as set forth in Sections F.1.h. and i, F.2.b. and d and F.3.b. and d, and for additional Instances, as set forth in Section F.1.j, payment is to be made monthly upon invoices supported by a summary of additional LMS licenses, Kaltura licenses purchased and additional Instances completed, as applicable.

Invoices and reports shall be submitted to:

Stephen Appleby, Director
Division of Educator Support and
Higher Education
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Renewal Options: The State shall retain the right to renew the LMS access licenses and Kaltura licenses for two additional one-year extensions ("Renewal Option Years") at the prices set forth above. The State shall notify USNH in writing of its intention to exercise its renewal option no later than 120 days prior to the expiration of the then-applicable contract term.

USNH Authorized Official 
Date 07/21/2020

EXHIBIT A-2

A. Project Title: iLearnNH—Support Services

B. Project Period: The Project Period runs from the Effective Date through July 14, 2021, if funding is available, subject to four consecutive one-year renewals exercisable at the option of the State, as set forth in Section F of this Exhibit A-2. The State shall have the option to terminate this Project Agreement at any time, upon thirty days' written notice, if State has secured an alternative funding source for iLearnNH and the parties have reached an agreement to continue the iLearn Project utilizing said funding source from the date of this Project Agreement's termination through July 14, 2021, at the same cost as the then-remaining deliverables described in this Exhibit A-1.

C. Objectives: To provide technical and user support for all K-12 schools, both public and non-public, in New Hampshire (collectively "NH Schools"), their administrators, teachers, students, and families of students in their use, implementation, and integration of the iLearnNH system as set forth in Exhibit A-1 of this Project Agreement. Such support services shall include, but shall not be limited to: iLearn system implementation support and assistance, curricular design support, training for NH school staff and personnel in the use of the iLearnNH system, technical integration support for NH schools' existing or acquired technologies and software programs into the LMS, and help desk services for all K-12 users of the iLearn NH system, including without limitation, school administrators, teachers, students, parents, and students' legal guardians (collectively, the "Support Services"). This list is non-exhaustive, and the parties agree that the Support Services shall also include any ancillary services necessary and appropriate to the use, implementation, and integration of the iLearnNH system for any authorized user of the system.

D. Scope of Work: USNH (vendor code 315187) shall provide the Support Services through employees and/or contractors hired at its own cost and expense, except for the payments set forth herein in this Exhibit A-2. USNH agrees to make available to the State and to NH Schools and their teachers, administrators, students, and families of students the following personnel to provide the Support Services set forth in the Objectives:

- Project Director to provide operational management, planning, and oversight for the iLearnNH system for NH Schools, including, but not limited to, consulting with NH Schools on initial setup and configuration of the iLearnNH system as well as providing training and best practice guidance for NH K-12 teachers. The Project Director will travel to NH schools to provide these Support Services as necessary;
- Project Coordinator to serve as the lead coordinator in the initial implementation and utilization of the iLearnNH system and to work with schools to provide an iLearnNH readiness checklist;
- Implementation Project Manager to support the implementation, adoption, and use of the iLearnNH system and related technologies and to manage all technology implementation projects related to the roll out of the iLearnNH system and the integration of related technologies.
- Educational Technologist Trainer to provide online and in person training and/or 1:1 consulting for K-12 school personnel, students and parents and to create and maintain iLearnNH system self-help tutorials.
- Learning Designer to identify instructional technology needs and provide support for integration of instructional design principles and practices into the curriculum. The Learning Designer will also insure that iLearnNH system training programs are built based on learning science, design best practices, targeted content curation, and proven educational technologies.

USNH Authorized Official CP
Date: 07/21/2020

- Application Administrator to provide software configuration, data and feature integration, technical support, troubleshooting, and system maintenance to NH Schools in support of the rollout and adoption of the iLearnNH system.

Support Services shall be provided in a timely manner to NH Schools authorized users, as agreed to by the parties.

E. Deliverables Schedule: Deliverables are detailed in the section F, Budgeting and Invoicing.

F. Budget and Invoicing Instructions:

Price for iLearnNH –Support Services, Year One (July 15, 2020 through July 14, 2021): \$713,934.00

Price for iLearnNH –Support Services, Renewal Option, First Year (July 15, 2021 through July 14, 2022): \$749,689.00

Price for iLearnNH –Support Services, Renewal Option, Second Year (July 15, 2022 through July 14, 2023): \$787,173.00

Price for iLearnNH –Support Services, Renewal Option, Third Year (July 15, 2023 through July 14, 2024): \$826,531.65

Price for iLearnNH –Support Services, Renewal Option, Fourth Year (July 15, 2024 through July 14, 2025): \$867,858.23

Method of Payment:

~~For Year One of the Services Outlined in this Exhibit A-2, Monthly payments in the amount of \$59,494.50 for the services set forth in this Exhibit A-2 shall be payable on or before the 30th of each calendar month beginning in August, 2020, and will be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the contract. The State contemplates that payments made pursuant to this paragraph from the Effective Date up to and including December 30, 2020, shall be made from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire~~

Invoices and reports shall be submitted to:

Stephen Appleby, Director
Division of Educator Support and
Higher Education
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Renewal Options: The State shall retain the right to renew the LMS Support Services for four additional one-year extensions ("Renewal Option Years") at the prices set forth above. The State shall notify USNH in writing of its intention to exercise its renewal option no later than 120 days prior to the expiration of the then-applicable contract term.

USNH Authorized Official 
Date 07/21/2020

EXHIBIT A-3

Limitation on Price: Upon mutual agreement between the State and USNH, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$6,231,184.00.

Funding Source: 1) Grant No. S425C200032 from the US Department of Education under CFDA# 84.425C ("GEER")

2) Grant No. S425D200017 from the US Department of Education under CFDA#84.425D ("ESSER")

3) The Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire ("GOFERR"). All expenditures charged to the CRF funds will occur prior to December 30, 2020.

Accounting Unit	Grant	FY21	FY22	FY23	Total
AU# TBD	GOFERR Grant	\$1,251,055.84	\$0	\$0	\$ 1,251,055.84
AU# TBD	ESSER	\$1,112,939.08	\$636,000.00	\$741,125.00	\$2,490,064.08,
AU# TBD	GEER	\$1,112,939.08	\$636,000.00	\$741,125.00	\$ 2,490,064.08
Total		\$3,476,934.00	\$1,272,000.00	\$1,482,250.00	\$6,231,184.00

USNH Authorized Official 
Date 07/21/2020

EXHIBIT B

This Project Agreement is funded under grants to State from the US Department of Education and the Coronavirus Relief Fund (CRF) as specified in Project Agreement Section F. All applicable requirements, regulations, provisions, terms and conditions of this Project Agreement are hereby adopted in full force and effect to the relationship between State and USNH, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean USNH; references to the Government or Federal Awarding Agency will be taken to mean US Department of Education or the State or both, as appropriate. Notwithstanding any such requirements, USNH shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a period of 5 years from the date of the Project Agreement's termination.

Special Federal provisions are listed here: None or Click here to enter text..

USNH Authorized Official: Cap
Date: 07/21/2020

EXHIBIT C-1



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3498
FAX (603) 271-1983

New Hampshire Department of Education

**GOVERNOR'S EMERGENCY EDUCATION RELIEF (GEER) FUND GRANT
PROGRAM ASSURANCES**

Subrecipients must submit a signed copy of these Program Assurances to the New Hampshire Department of Education prior to receiving funds for grants awarded under the Governor's Emergency Education Relief (GEER) Fund. By signing these GEER Fund Program Assurances, the subrecipient assures that it will accept and administer the funds in accordance with all applicable Federal and State statutes and regulations.

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

1. Comply with the requirement that GEER funds will be used only for activities allowable under section 18002(c) of Division B of the CARES Act.
2. Comply with the requirement that, to the greatest extent practicable, the subrecipient will continue to pay its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act.
3. Comply with the requirement that the subrecipient will adhere to the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.
4. Have the the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project(s) described in the agreement.

5. Comply with the requirement to cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the State of New Hampshire and its agencies; (ii) the US Department of Education and/or its Inspector General or the Comptroller General of the United States; or (iii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority; and will establish a proper accounting system in accordance with generally accepted accounting standards or NHDOE directives.
6. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
7. Comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
8. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the Federal assistance awarding agency or State.
9. Initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
10. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
12. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
13. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of

the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

14. Comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
15. Comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
16. Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
17. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
18. Comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
21. Comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

22. Comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
23. Cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
24. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. This program will be administered in accordance with applicable statutes, regulations, program plans, and applications.
25. Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
26. Comply with the requirements that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, subrecipients shall clearly state:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

By signing this document, I attest I have read and understand the obligations of all the assurance statements above (1 through 26) for the GEER Fund Grant and will ensure that the subrecipient named below complies with these assurances.

Subrecipient Name: University System of New Hampshire

By: _____
Signature

Printed Name: _____

Date: _____

EXHIBIT C-2



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3496
FAX (603) 271-1963

New Hampshire Department of Education
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY (ESSER) FUND GRANT
PROGRAM ASSURANCES

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

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

1. Comply with the requirement that ESSER funds will be used only for activities allowable under section 18003(d) of Division B of the CARES Act. The US Department of Education does not consider the following to be an allowable use of ESSER funds, under any part of 18003: 1) subsidizing or offsetting executive salaries and benefits of individuals who are not employees of the LEA or 2) expenditures related to state or local teacher or faculty unions or associations.
2. Comply with the requirement that, to the greatest extent practicable, the subrecipient will continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
3. Comply with the requirement that, to the extent applicable, the subrecipient will include in its application for ESSER funds a description of how it will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the subrecipient proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.

4. Comply with the requirement that the subrecipient will adhere to the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR)-34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.
5. Have the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this application.
6. Comply with the requirement to cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the State of New Hampshire and its agencies; (ii) the US Department of Education and/or its Inspector General or the Comptroller General of the United States; or (iii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority; and will establish a proper accounting system in accordance with generally accepted accounting standards or NHDOE directives.
7. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
8. Comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
9. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the Federal assistance awarding agency or State.
10. Initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
11. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Additionally, will comply with the requirement that none of the funds expended under this program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.
12. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 554728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or

regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

13. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §54801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
14. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
15. Comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
16. Comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
17. Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
18. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
19. Comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act

of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

20. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
21. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
22. Comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance, if applicable.
23. Comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance, if applicable.
24. Cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
25. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. This program will be administered in accordance with applicable statutes, regulations, program plans, and applications.
26. Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
27. Comply with the requirements adopted by the US Department of Education in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes.

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

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

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

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

28. Comply with the requirement to make reports available to the NHDOE and to the US Department of Education Secretary as may be needed for the NHDOE and the Secretary to perform their duties under this program, and maintain records (as required in GEPA Section 443) and provide access to those records as is deemed necessary by the NHDOE or Secretary to carry out their responsibilities.
29. Comply with the requirement that any facilities constructed under this program will be consistent with overall state construction plans and standards and with the requirements of Section 504 of the Rehabilitation Act of 1973 in order to ensure that the facilities are accessible to and usable by individuals with disabilities.
30. Comply with the requirement that subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Subrecipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
31. Comply with the requirements that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, subrecipients shall clearly state:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

By signing this document, I attest I have read and understand the obligations of all the assurance statements above (1 through 31) for the ESSER Fund grant and will ensure that the subrecipient named below complies with these assurances.

Subrecipient Name: University System of New Hampshire

By: _____
Signature

Printed Name: _____

Date: _____

EXHIBIT A-4

A. Project Title: iLearnNH, Zoom

B. Project Period: From October 29, 2020 through October 28, 2023, if funding is available. State shall have the option to terminate this Project Agreement at any time, upon thirty days' written notice, if and only if State has secured an alternative funding source for iLearnNH and the parties have reached an agreement to continue the iLearn Project utilizing said funding source from the date of this Project Agreement's termination through October 28, 2023, or such other date as agreed to by the parties, at the same cost as the then-remaining deliverables described in this Exhibit A-3.

C. Objectives: To provide for all New Hampshire K-12 schools, both public and non-public, participating in iLearnNH (collectively "Participating NH Schools") subscriptions to certain video-conferencing software ("Zoom Access") procured by the University of New Hampshire from Zoom, Inc. ("Zoom"), as described in that certain Zoom Video Communications Master Subscription Agreement dated October 29, 2020 (the "Zoom Contract").

D. Scope of Work: The University System of New Hampshire ("USNH") (vendor code 315187) shall provide Zoom Access to all Participating NH Schools who have executed an acknowledgment agreeing to abide by the terms of Zoom's General Terms and Conditions/Data Collection Policy and Zoom's Zoom for K-12/Primary and Secondary Schools Privacy Statement, for the duration of the Project Agreement at the costs set forth in Section F. of this Exhibit A-3. USNH represents that it has obtained or will obtain appropriate authorization from Zoom to provide such Zoom Access.

E. Deliverables Schedule: Deliverables are detailed in Section F, Budgeting and Invoicing.

F. Budget and Invoicing Instructions:

- 1) Zoom Access: Year One (October 29, 2020 through October 28, 2021), not to exceed \$195,000.00 for FY 2021, comprised of the following:
 - a) Block of Zoom Access accounts: \$135,000.00 for 15,000 Zoom Access accounts for use by Participating NH Schools.
 - b) Additional Zoom Access accounts: The State may purchase additional annual Zoom Access accounts for use by Participating NH Schools at a price of \$12.00 per account, up to \$60,000.00.
- 2) Zoom Access: Year Two (October 29, 2021 through October 28, 2022), not to exceed \$240,000.00 for FY 2022, comprised of the following:
 - a) Block of Zoom Access accounts: \$180,000.00 for 15,000 Zoom Access accounts for use by Participating NH Schools.
 - b) Additional Zoom Access accounts: The State may purchase additional annual Zoom Access accounts for use by Participating NH Schools at a price of \$12.00 per account, up to \$60,000.00.
- 3) Zoom Access: Year Three (October 29, 2022 through October 28, 2023), not to exceed \$240,000.00 for FY 2023, comprised of the following:
 - a) Block of Zoom Access accounts: \$180,000.00 for 15,000 Zoom Access accounts for use by Participating NH Schools.
 - b) Additional Zoom Access accounts: The State may purchase additional annual Zoom Access accounts for use by Participating NH Schools at a price of \$12.00 per account, up to \$60,000.00.

Method of Payment:

For Year One of the deliverables outlined in this Exhibit A-3, payment shall be made as follows:

Annual Payments: Payment in the amount of \$135,000.00 shall be made no later than December 1, 2020 for the Zoom Access accounts set forth in section F.1.a.

Monthly Payments: For additional Zoom Access accounts as set forth in section F.1.b. above, payment is to be made monthly upon invoices supported by a summary of additional Zoom Access accounts purchased.

For Year Two of the deliverables outlined in this Exhibit A-3, payment shall be made as follows:

Annual Payments: Payment in the amount of \$180,000.00 shall be made no later than December 1, 2021 for the Zoom Access accounts set forth in section F.2.a.

Monthly Payments: For additional Zoom Access accounts as set forth in section F.2.b. above, payment is to be made monthly upon invoices supported by a summary of additional Zoom Access accounts purchased.

For Year Three of the deliverables outlined in this Exhibit A-3, payment shall be made as follows:

Annual Payments: Payment in the amount of \$180,000.00 shall be made no later than September 1, 2022 for the Zoom Access accounts set forth in section F.3.a.

Monthly Payments: For additional Zoom Access accounts as set forth in section F.3.b. above, payment is to be made monthly upon invoices supported by a summary of additional Zoom Access accounts purchased.

Invoices and reports shall be submitted to:

Stephen Appleby
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Renewal Options: RESERVED