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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-6133
FAX (603) 271-1953

August 17, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to amend the existing **sole source** contract with Graduation Alliance, Inc. (vendor code 408843) Salt Lake City, UT to implement its Engage Attendance Recovery Program (ENGAGE or Program), by modifying the scope of services to include elementary school students with no change to the price limitation or completion date, effective upon Governor and Council approval through September 30, 2024. The original contract was approved by Governor and Council on July 12, 2022 (Item #30). 100% Federal Funds

EXPLANATION

This request is **sole source** because the original item was also sole source. In 2021, Graduation Alliance's dropout recovery programs found a 46% efficacy rate, which significantly outperformed the nations benchmark. Providing 27% more outcomes, this makes Graduation Alliance the experts leading the field in offering alternative pathways to graduation. More specifically, the ENGAGE program is designed to stabilize and improve student attendance and academic performance. The program includes outreach to and ongoing academic and individualized coaching support for district-referred students who are disengaged, chronically absent, or academically at-risk to ensure they have the pathways necessary to reach graduation. This amendment will expand the program to include elementary level students.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Graduation Alliance, Inc., Salt Lake City, UT, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on July 12, 2022 (Item #30) hereby agree to modify same as follows:

1. Exhibit B, Paragraph 9, delete the terms secondary and middle school.
2. Exhibit C, delete the term secondary from the first line of the chart summarizing performance-based pricing.
3. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
4. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By:  9/6/2023
Frank Edelblut, Commissioner of Education Date

Graduation Alliance, Inc.
Name of Corporation (Contractor)

By:  August 4, 2023
Andy Cusimano, CFO Date

Approved as to form, substance and execution by the Attorney General this 6 day of September, 2023.


Elizabeth Brown, Attorney General's Office

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

By: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRADUATION ALLIANCE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 15, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 903131

Certificate Number: 0006291321



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of August A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Attestation

I, Chad Craycraft, hereby certify that I am a duly appointed representative of
(Name)

Graduation Alliance, Inc.. I hereby certify that Andy Cusimano, CFO
(Name of Business) (Name & Title of person who signed contract)

is duly authorized to execute contracts on behalf of Graduation Alliance, Inc. and may bind
(Name of Business)

the organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/10/2023

Chad Craycraft
Attest: Chad Craycraft, EVP & General Counsel
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/01/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (Ac. No. Ext): (866) 283-7122 FAX (Ac. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Graduation Alliance	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's Syndicate No. 623 NAIC # AA1126623	
	INSURER B: The Hanover Insurance Co 22292	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

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

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

MO/ YR	TYPE OF INSURANCE	ADDED	SUBR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	Limits shown are as requested	
							WVD	LIMITS
8	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				04/05/2023	04/05/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Included
							Sexual Abuse Cof/Agg	\$1,000,000
8	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				04/05/2023	04/05/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
8	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION				04/05/2023	04/05/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
8	<input checked="" type="checkbox"/> E&O - Professional Liability Primary			Claims Made	04/05/2023	04/05/2024	Each Loss	\$1,000,000
							Aggregate Limit	\$2,000,000

Certificates No : 570101017196

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Education
 25 Hall Street
 Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2023

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

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

PRODUCER Stratus Agency 75 West Towne Ridge Parkway Suite 440 Sandy UT 84070	CONTACT NAME: Averle Hampton
	PHONE (A/C, No, Ext): (877) 977-8233 FAX (A/C, No):
	E-MAIL ADDRESS: averle@stratus.hr
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: WCF Insurance 40517
INSURED Graduation Alliance	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04/01/2023	04/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Verification of Insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER New Hampshire Department of Education 25 Hall Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

June 24, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to enter into a sole source contract with Graduation Alliance, Inc. (vendor code# 408843) Salt Lake City, UT in the amount not to exceed \$936,000 to implement its Engage Attendance Recovery Program (Engage or Program), effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

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

	FY23	FY24
05-56-56-562010-24370000-102-500731 Contracts for Prog. Svcs.	\$500,000	\$436,000

EXPLANATION

ENGAGE is designed to stabilize and improve student attendance and academic performance. The program includes outreach to and ongoing academic and individualized coaching support for district-referred students who are disengaged, chronically absent, or academically at-risk.

- Districts opt in to participate in the program and provide referrals of eligible students to the ENGAGE team.
- ENGAGE Outreach Counselors use multi-modal and differentiated outreach strategies to connect with students and families and offer them the on-going support of an Academic Success Coach.

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

- Participating families complete a risk assessment and are assigned to an on-going support level and begin working with their assigned Academic Success Coach. Support levels range from level 1 – minimal support, to levels 2 and 3, which include increasing levels and frequency of support.
- The Academic Success Coach provides personalized support for academic performance challenges, navigating academic resources, and mitigating social emotional barriers so students can focus on learning.
- Throughout the program, Graduation Alliance returns participation and mobility data safely and securely to districts and the State using dynamic data dashboards.
- Upon program completion, Graduation Alliance provides a final report to the State detailing results and outcomes of the program.

The department will begin the program with a maximum participation of 2,000 secondary and middle school students. The initial schools that will be eligible for participation include Keene, Manchester, Groveton and Berlin; covering the academic years of 2022-2023 and 2023-2024. Additional schools will be invited to participate to the extent there is capacity in the program.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

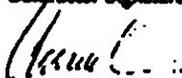
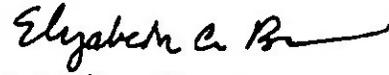
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Graduation Alliance, Inc.		1.4 Contractor Address 310 South Main Street Salt Lake City, UT 84101	
1.5 Contractor Phone Number 855-686-8855	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$936,000
1.9 Contracting Officer for State Agency Melissa White		1.10 State Agency Telephone Number 603-271-1855	
1.11 Contractor Signature  Date: June 24, 2022		1.12 Name and Title of Contractor Signatory Andy Cusimano, CFO	
1.13 State Agency Signature  Date: 6/28/2022		1.14 Name and Title of State Agency Signatory Frank Edelhart, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 6/28/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
Special Provisions

Additional Exhibits D-H

Federal Certification 2 CFR 200.415

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

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

Requests for Changes to General P37 Provisions by Vendor:

Section 8.2.1 shall be deleted in its entirety and replaced with:

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

Section 9 shall be deleted in its entirety and replaced with:

9. Termination

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement so long as the minimum amount due under the contract (as set forth on Exhibit C) has been paid by the State.

**EXHIBIT B
Scope of Services**

Graduation Alliance will implement its Engage Attendance Recovery Program (Engage or Program) for the academic year 2022-2023 and 2023-2024, upon Governor and Council Approval and ending September 30, 2024.

ENGAGE is designed to stabilize and improve student attendance and academic performance. The program includes outreach to and ongoing academic and individualized coaching support for district-referred students who are disengaged, chronically absent, or academically at-risk.

- Districts opt in to participate in the program and provide referrals of eligible students to the ENGAGE team.
- ENGAGE Outreach Counselors use multi-modal and differentiated outreach strategies to connect with students and families and offer them the on-going support of an Academic Success Coach.
- Participating families complete a risk assessment and are assigned to an on-going support level and begin working with their assigned Academic Success Coach. Support levels range from level 1 – minimal support to include basic student outreach, to levels 2 and 3 to include specific interventions on behalf of unique students, which include increasing levels and frequency of support, collectively hereinafter referred to "Support Services".
- The Academic Success Coach provides personalized support for academic performance challenges, navigating academic resources, and mitigating social emotional barriers so students can focus on learning.
- Throughout the program, Graduation Alliance returns participation and mobility data safely and securely to districts and the State using dynamic data dashboards.
- Upon program completion, Graduation Alliance provides a final report to the State detailing results and outcomes of the program.

The New Hampshire Department of Education (the "Department") will begin the program with a maximum participation of 2,000 secondary and middle school students. The initial school districts eligible for participation include: Keene School District, Manchester School District, Northumberland School District, and Berlin School District (individually referred to herein as a "Participating District" and collectively referred to herein as the "Participating Districts"). Students attending additional school districts will become eligible with the written consent of the Commissioner of Education.

As a condition of this Agreement, Graduation Alliance and the New Hampshire Department of Education (hereinafter referred to as the "Department") shall enter into a data privacy agreement similar to the form attached in Exhibit H. Participating Districts will also be required to participate in this data privacy agreement.

For this project, Graduation Alliance will report on the following metrics to the state education leaders and each Participating District not more frequently than weekly, at the discretion of the Department:

Phase	Indicators	Metrics
Student Outreach	<ul style="list-style-type: none"> • Number of students on initial and referral lists 	<ul style="list-style-type: none"> • Number of students referred for outreach • Number of outreach attempts

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		<ul style="list-style-type: none"> • Number and percent of students able to be contacted • Number of students who opt in to coaching • Number of students who do not opt in to coaching, including the number and percent of students who are ineligible (e.g., moved out of state) • Student mobility report for students who are no longer eligible for the program
Barrier Identification	<ul style="list-style-type: none"> • Self-Identified Student Barriers 	<ul style="list-style-type: none"> • Number and percentage of students who answered Yes or No to self-identified barrier questions, by grade level
Ongoing Support	<ul style="list-style-type: none"> • Number of students in each intervention support level • Two-way contacts by Ongoing Support Level 	<ul style="list-style-type: none"> • Average number of interventions received by students by intervention support level • Rate of two-way contact by Ongoing Support Level • Type of intervention support

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EXHIBIT C
Method of Payment

The chart below summarizes the performance-based pricing model for services.

# of Secondary Students for Outreach, Engagement, and Support Intervention	Price
A maximum of 2,000 unique students in outreach or support per month	\$39 per student per month

The Department shall be obligated for no less than 1,000 students per month for a total minimum amount due to Graduation Alliance of Four Hundred Sixty-Eight Thousand Dollars (\$468,000.00). Each student referral shall include a minimum of two months of outreach, engagement or support intervention.

Limitation on Price: In no event shall the total expenditures under this agreement exceed Nine Hundred Thirty Six Dollars (\$936,000.00). Graduation Alliance will monitor Program and not exceed the price limitation. The Department shall have no liability to Graduation Alliance in excess of Nine Hundred Thirty-Six Dollars (\$936,000.00).

Source of Funding: Funds to support this request are available in the account titled ESSER III – ARP 2021, in FY23 and FY24. The Department may adjust encumbrances amongst fiscal years within the cost limitation, provided herein, through the Budget Office without further Governor and Council approval if needed and justified.

	FY23	FY24
05-56-56-562010-24370000-102-500731 Contracts for Prog. Svcs.	\$500,000	\$436,000

Method of Payment: Graduation Alliance will invoice New Hampshire Education Department (NHED) no more frequently than monthly. Invoices shall include the number of students by school district that have been referred to the program who are in outreach and the number of students who are supported with tiers 1, 2, and 3 Support Services. Invoices will be Net30 from the date of issuance. Invoices shall be submitted to:

Jessica Lescarbeau
NHED
25 Hall Street
Concord, NH 03301
jessica.l.lescarbeau@doe.nh.gov
603-271-3808

Contractor Initials AL
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EXHIBIT D
Contractor Obligations

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

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor initials AL

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Exhibit E
Federal Debarment and Suspension

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

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**Exhibit F
Anti-Lobbying**

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

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

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

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials 

Date 8/24/22

Exhibit G
Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality Rights to Inventions
Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contract between Graduation Alliance and the New Hampshire Department of Education

Contractor Initials AG
Date 02/22

Exhibit H
DATA SHARING AGREEMENT

This Data Sharing Agreement ("DSA") is related to the contract between Graduation Alliance, Inc. (Graduation Alliance) and the New Hampshire Department of Education ("Department") (hereinafter referred to as the "Contract") and is entered into by Graduation Alliance and each Participating District (as defined in the Contract). Participating Districts are referred to individually in this DSA as a "District" and Graduation Alliance is bound by this DSA to each District individually.

A. PURPOSE

This DSA serves the following purposes:

1. Preserving the confidentiality of Student identities, including assurance that identifiable Student Data is not released to third parties;
2. Enhancing the ability of Graduation Alliance and Districts to improve academic achievement for Students by allowing access to individual Student Education Records; and
3. Accurately measuring Graduation Alliance and Districts' progress toward improving Student outcomes and indicators, and meeting set targets and other goals using data shared between the parties.

B. FERPA EXCEPTION

The parties agree that the sharing of Student Education Records is permissible under the Family Educational Rights and Privacy Act ("FERPA") under the following exception: Graduation Alliance is hereby designated a "school official" and is performing an "institutional function" within the meaning of FERPA. (Specific designation to be determined by each district).

C. DEFINITIONS

The following definitions apply to this document:

1. "Student" is defined as any individual who is or has been in attendance, whether in-person or online, with the District, and regarding whom the District maintains Education Records.
2. "Personally Identifiable Information" ("PII") is as defined in FERPA, as set forth at 20 U.S.C. § 1232g, 34 CFR Part 99, and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
3. "Education Records" is as defined in FERPA and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
4. "Student Data" is the combination in any form of Personally Identifiable Information and Education Records.

D. OBLIGATIONS OF THE DISTRICT

1. The District will provide to Graduation Alliance in a digital format mutually agreed on by parties, the following data elements for Students who have not reconnected with the District's educational offerings or who are not consistently attending or progressing in their education offerings:

Necessary Data	Additional Data
<ul style="list-style-type: none"> • Student's first name • Student's last name • Parent/Guardian name • Home phone number • Student's cell phone number • Parent/Guardian's cell phone number • Student's emergency contact name • Student's emergency contact number • Student's home address • Student's email address • Parent/Guardian's email address 	<ul style="list-style-type: none"> • Student ID • Student attendance data for the year • Student's last attendance date • Number of credits earned by Student this academic year • Number of credits attempted by Student this academic year • Number of credits Student has remaining to graduate • Student's current cumulative GPA

Contract between Graduation Alliance and the New Hampshire Department of Education

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<ul style="list-style-type: none"> • Student's grade level • Student's date of birth 	<ul style="list-style-type: none"> • Student's current courses • Student's course grades in the courses in which Student is currently enrolled • <u>Student's grade level promotion confirmation</u> • Student's graduation date
--	--

The decision of which Students to refer to Graduation Alliance for support under the Contract rests solely with the District. The District must identify the Students for support to Graduation Alliance.

2. The District agrees to release the data to Graduation Alliance beginning on [date or timeframe of when it should be initially released] and on an ongoing basis throughout the duration of this DSA.
3. The District agrees that the transmittal of Student Data shall be done in a secure manner using Graduation Alliance's secure data transfer site.

E. OBLIGATIONS OF GRADUATION ALLIANCE

Graduation Alliance, representing all members of the organization, shall ensure the confidentiality of Student Data through the following methods:

1. Graduation Alliance's data custodian(s) shall provide proof of completion of commercially-reasonable training in the handling and maintenance of Student Data if requested by District.
2. Graduation Alliance shall strictly comply with all state and federal laws that apply to the use and release of the Student Data. When necessary to comply with these laws, Graduation Alliance shall procure the consent of parents or eligible Students, as required under applicable law, to the release and use of the Student Data, and shall maintain and make written proof of parent or Student (if Student is over the age of 18) consent available to Graduation Alliance.
3. Graduation Alliance shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
4. Graduation Alliance shall restrict access to the data only to (i) the person or persons who provide direct services to Students enrolled under the Contract; or (ii) the person or persons within Graduation Alliance's organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this DSA.
5. Graduation Alliance shall not release or otherwise reveal, directly or indirectly, the Student Data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order.
 - a. In the event Graduation Alliance is required by law to disclosure or otherwise release Student Data, Graduation Alliance shall, prior to disclosure, notify the District.
6. Graduation Alliance shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the Student Data without the express written consent of the District, and if necessary, based upon FERPA and its regulations, Students and/or their parents.
7. Graduation Alliance shall not use Student Data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Graduation Alliance to have access to additional Student Data from Graduation Alliance that is not included in the scope of the DSA (or addenda). Graduation Alliance understands that the DSA does not convey ownership of the Student Data to Graduation Alliance.
8. Graduation Alliance shall take commercially-reasonable security precautions and protections to ensure that persons not authorized to view the Student Data do not gain access to the Student Data. Commercially-reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect Student Data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all Student Data carried on mobile computers/devices;

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- c. Encrypting all Student Data stored in Graduation Alliance's databases or other storage and access media;
- d. Encrypting Student Data before it is transmitted electronically;
- e. Requiring that users be uniquely identified and authenticated before accessing Student Data;
- f. Establishing and enforcing well-defined data privilege rights which restrict users' access to the Student Data necessary for them to perform their job functions;
- g. Ensuring that all staff accessing Student Data sign a commercially-reasonable non-disclosure agreement;
- h. Securing access to any physical areas/electronic devices where Student Data are stored;
- i. Installing technology necessary to provide commercially-reasonable security for network transmissions involving Student Data;
- j. Installing commercially-reasonable anti-virus, network intrusion, logging and notification systems to protect the network and computers where Student Data is stored and accessed;
 - i. Graduation Alliance shall report all known or suspected breaches of Student Data, in any format, to the District's data reporting team within twenty-four (24) hours of confirming or reasonably suspecting such a breach. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.
- 9. Graduation Alliance shall securely and permanently destroy the Student Data, and any and all hard and soft (electronic) copies thereof, upon the termination of this DSA or the Contract. Graduation Alliance agrees to require all employees, contractors, or agents of any kind using Student Data to comply with this provision. Graduation Alliance agrees to document the methods used to destroy the Student Data, and upon request, provide written certification to District that the Student Data has been destroyed.
- 10. For purposes of this DSA and ensuring Graduation Alliance's compliance with the terms of this DSA and all applicable state and Federal laws, Graduation Alliance will designate a custodian of the Student Data that Graduation Alliance shares with the District. Graduation Alliance will release all Student Data and information under this DSA to said named custodian (the "Data Custodian"). The Data Custodian shall be responsible for transmitting all Student Data requests and maintaining a log or other record of all Student Data requested and received pursuant to the DSA, including confirmation of the return or destruction of Student Data as described below.
- 11. Graduation Alliance or its agents may, upon request, review the records Graduation Alliance is required to keep under this DSA. Graduation Alliance designates its Chief Technology Officer (or an alternative designee specified in writing) as its liaison for all communications with Graduation Alliance regarding this DSA;
- 12. Graduation Alliance acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying state regulations related to the nondisclosure of protected Student information constitutes just cause for the District to immediately terminate this DSA.

E. GENERAL PROVISIONS

- 1. All data shared with Graduation Alliance by the District shall remain the property of the District.
- 2. Notices under this DSA, including, but not limited to, unauthorized disclosures, notices of termination, notices of non-compliance, notices of changes in the designated data custodian, shall be delivered by one of the following: (1) personal delivery; (2) registered or certified mail, postage paid, return receipt requested; (3) a nationally- recognized overnight courier; or (4) electronic mail or facsimile with a confirmation copy sent by first class U.S. mail.

Graduation Alliance:

Contract between Graduation Alliance and the New Hampshire Department of Education

Contractor Initials AC
Date 9/24/22

District:

3. This DSA shall take effect upon completion of signatures of the Parties and remain in effect until either September 30, 2022 or its termination, whichever happens first. To the extent Graduation Alliance retains the District's data beyond the term of this DSA, all confidentiality and disposal obligations of Graduation Alliance outlined in the DSA shall survive expiration or termination.
4. This DSA may be amended at any time provided that the amendment is in writing and is signed by the parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this DSA, without the necessity for executing a written amendment.
5. This DSA shall be governed by, construed, and applied in accordance with the laws of the State of New Hampshire.
6. This DSA shall not be assigned or transferred by Graduation Alliance unless consented to in writing by the District.
7. This Agreement may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

Contract between Graduation Alliance and the New Hampshire Department of Education

Contractor Initials AL
Date 6/24/22

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRADUATION ALLIANCE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 15, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 903131

Certificate Number : 0005792311



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

Certificate of Attestation

I, Chad Craycraft, hereby certify that I am a duly appointed representative of Graduation Alliance, Inc. I hereby certify that Andy Cusimano, CFO, is duly authorized to execute contracts on behalf of Graduation Alliance, Inc. and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the organization.

Dated: 06/02/2022

Attest: *Chad Craycraft*
Chad Craycraft, General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PERSONAL (AC. No. Ext): (866) 283-7122 FAX (AC. No.): (800) 363-0105	
	E-MAIL ADDRESS: 	
INSURED Graduation Alliance 310 South Main Suite 1200 Salt Lake City UT 84101 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hanover Insurance Co 22292	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570091329514** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			04/05/2022	04/05/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG Included Sexual Abuse Occ/Agg \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			04/05/2022	04/05/2023	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			04/05/2022	04/05/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYER E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			04/05/2022	04/05/2023	Each Loss \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570091329514

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

CERTIFICATE HOLDER NHED 25 Hall Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2022

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

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

PRODUCER Stratus Agency 75 West Towne Ridge Parkway Suite 440 Sandy UT 84070		CONTACT NAME: Averie Hampton PHONE (AC, No, Ext): (877) 977-8233 FAX (AC, No): EMAIL: averie@stratus.hr ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WCF Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NHED WC COI 22-23 **REVISION NUMBER:**

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

USER LTR	TYPE OF INSURANCE	ACORD FORM (INSR)	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N		04/01/2022 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER Proof of Insurance NHED 25 Hall Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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