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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

February 27, 2024

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Instructional Support, to enter into a **sole source** contract with Discovery Education (vendor code 168693) Charlotte, NC in an amount not to exceed \$1,000,000, to provide high quality curriculum and instructional materials for New Hampshire students and teachers to help them explore the history, heritage, and principles of the New Hampshire Constitution and government it established, with the option to renew for three additional two year terms, effective upon Governor and Council approval through October 1, 2026. 100% General Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

06-56-56-565010-63820000 CIVICS ED FUND

Fiscal Year	Class/Account	Class Title	Total Amount
2024	102-500731	Contracts for Program Services	\$250,000
2025	102-500731	Contracts for Program Services	\$750,000
		Total	\$1,000,000

EXPLANATION

The Department is requesting a **sole source** contract to execute the objectives of the Commission on New Hampshire Civics. The Commission is tasked with creating a "textbook and related curriculum specifically designed for New Hampshire students and teachers to help them explore the history, heritage and principles of the New Hampshire Constitution and the government it established" (RSA 21-N:8-c). In order to fulfill the interconnected requirements of this charge, including demanding timelines for delivery, the complexities of creating both an interactive online and a print version, custom instructional content and activities, and delivery to all New Hampshire students and educators, the Commission has requested to contract with Discovery Education.

Discovery Education is the sole owner and provider of the Discovery Education Experience product, which is currently available to all New Hampshire students and teachers at no cost to students or districts.

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and the Honorable Council

Through the existing contract between Discovery Education and NHED, all schools in New Hampshire have access to their platform, including content from Discovery Channel and hundreds of other content producers. The platform is utilized in 100% of New Hampshire schools and has a robust network of participating educators. To date, New Hampshire schools have had over 1.2 million engagements with the Discovery content. The content developed under this contract will immediately be available to all New Hampshire students and teachers through a tool that both are already familiar with.

Modern curriculum is more than simply instructional content; it includes lessons, activities, supplemental materials, and teacher notes. Discovery Education authors high-quality multimodal resources with proven instructional strategies to support differentiated, scaffolded learning in any environment. Through this contract, Discovery Education will author learning content, curriculum, and teacher lesson notes for all grade levels K-12: 48 lessons in grades K-5, 15 lessons in grades 6-8, and 15 lessons in grades 9-12. These lessons will leverage both original and existing content. The curriculum will be organized into a custom New Hampshire Civics Channel, making adoption in the classroom simple and flexible.

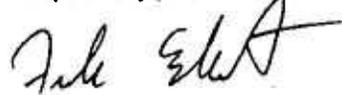
Discovery Education is supported by an in-house research and instructional design team to develop their content. However, to preserve the essential New Hampshire "voice", Discovery Education will not only continuously consult with the Commission on New Hampshire Civics but will also administer a needs assessment survey to New Hampshire educators, recruit volunteer educators for ongoing feedback and testing, and engage educators to review draft content and provide feedback on lesson prototypes. Discovery will also work closely with the New Hampshire Historical Society to leverage their Moose on the Loose New Hampshire curriculum.

By utilizing existing civics content and their established relationships with New Hampshire educators, Discovery Education can complete the work of creating the New Hampshire Civics Channel and roll out to educators by fall of the 2024 school year. In addition to the interactive, online curriculum, Discovery Education will produce a printable version that can be supplied to all classrooms for offline use and reference.

Discovery Education will provide comprehensive teacher training for the effective use of the New Hampshire Civics resources, covering initial implementation to ongoing support through interactive and engaging professional learning. All Discovery Education training is research-based, results-driven professional learning that is directly aligned to what educators do in their classrooms. This approach systematically provides educators with immersive experiences to bridge theory to practice. The approach is teacher-centered, face-to-face and remote professional learning, online instructional support, ready-to-implement classroom application as well as in-person, job-embedded instructional coaching support.

The use of high-quality instructional materials and state of the art professional development, as demonstrated through independent research, improves the quality of instruction as well as student learning. By using the Discovery resources, which contain highly engaging content for students of all ages, educators will have an invaluable resource to aid students in learning more about the rich history and heritage of the New Hampshire Constitution.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

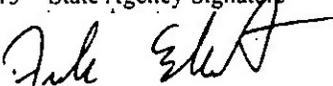
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Discovery Education, Inc.		1.4 Contractor Address 4350 Congress Street #700 Charlotte, NC 28209	
1.5 Contractor Phone Number 1-800-323-9084	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date October 1, 2026	1.8 Price Limitation \$1,000,000
1.9 Contracting Officer for State Agency Melissa White		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: February 26, 2024		1.12 Name and Title of Contractor Signatory Travis Barrs, Head of Global Operations	
1.13 State Agency Signature  Date: 2/28/2024		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: Elizabeth Brown, Attorney On: 2/28/2024			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

Requests for Changes to General P37 Provisions by Vendor

Paragraph 10 of the P-37 shall be amended to include paragraph 10.4.

10.4 Notwithstanding paragraph 10.2, after the termination of this agreement, NHED grants Discovery Education an unrestricted license to use any Curriculum content developed pursuant to this Agreement.

Renewals:

NHED may exercise three additional two-year Extended Terms, for a total of six years of Extended Terms, under the same terms by which the Initial Term was extended, except, the Annual Hosting Fee for the additional second and third Extended Terms shall be adjusted based on the Consumer Price Index of the immediately preceding year, subject to Governor and Council approval.

EXHIBIT B

SCOPE OF SERVICES

Discovery Education, Charlotte, NC 28209, (vendor code 168693) will provide the following services to the New Hampshire Department of Education (NHED) effective upon Governor & Council approval through October 1, 2026.

- 1.1 Discovery Education offers high quality instruction materials and curriculum development services.
 - 1.1.1 Discovery Education shall develop a textbook and related curriculum specifically designed for New Hampshire students and teachers to help them explore the history, heritage, and principles of the New Hampshire Constitution and government it established as further described below (the "Curriculum").
 - 1.1.2 Topics for the Curriculum shall be directed in consultation with the Commission on New Hampshire Civics ("Commission").
 - 1.1.2.1 Discovery Education shall periodically report to the Commission on the development of the Curriculum, as they deem necessary and at the request of the Commission.
 - 1.1.2.2 The Commission may review drafts of the draft Curriculum at any time during the development phase of the Curriculum.
 - 1.1.2.3 The Commission shall approve all lessons included in the Curriculum. Such approval of the Curriculum shall be in the sole discretion of the Commission.
 - 1.1.2.4 The words "sole discretion" as used in this Agreement shall mean a determination made in sole and absolute discretion of the Commission, which discretion shall not be unreasonably exercised.
 - 1.1.3 The Curriculum means lessons and academic content. The Curriculum shall be designed for teacher delivery and/or student assignment to support a blended approach of print and interactive digital content. Each lesson component of the Curriculum will include, as appropriate, graphic organizers, print resources, accessibility features and embedded formative assessment. Curriculum will be developmentally appropriate, cumulative where appropriate and build content from simple to more complexity as the grade levels increase. The Curriculum shall be comprised of:
 - 1.1.3.1 48 lessons (8 lessons per grade) for kindergarten through fifth grade which will incorporate instructional design frameworks that provide teachers with a repeatable, recognizable instructional construct. Each lesson will be designed to cover two class periods and divided into twenty-minute segments.
 - 1.1.3.2 15 lessons in each grade band, which will incorporate instructional design frameworks to provide teachers with a repeatable, recognizable instructional construct. Sixth grade through eighth grade shall be one grade band and ninth grade through twelfth grade will be one grade band. Each lesson will be designed to cover at least one class period.
 - 1.1.4 The textbook component of the Curriculum that shall be developed shall be comprised of a Portable Document Format (PDF) version of a substantive amount of the Curriculum material, to exclude digital content that cannot be converted to a PDF format (the "PDF Textbook"). The PDF Textbook shall incorporate accessibility features and include in-document links to allow users to easily navigate within the document. The PDF Textbook shall be delivered to the NHED to be made available on the NHED'S website.

- 1.1.5 Discovery Education shall establish on its separate platform, known as “Discovery Education Experience,” a New Hampshire Channel (“Channel”).
 - 1.1.6 The Curriculum shall include proprietary content owned by Discovery Education and proprietary content licensed by Discovery Education.
 - 1.1.7 NHED grants to Discovery Education unrestricted permission to use any Curriculum content developed pursuant to this Agreement.
 - 1.1.8 Discovery Education shall include accurate citations and sourcing information with respect to the content included in the Channel and Curriculum, including the printable textbook component of the Curriculum.
 - 1.1.9 Discovery Education shall include educators in the process of developing the Channel and Curriculum.
- 1.2 Discovery Education shall support the adoption and use of the Curriculum by providing professional development training opportunities that can be reasonably accessed for New Hampshire educators by:
- 1.2.1 Leveraging resources deployed as part of a separate agreement between NHED and Discovery Education (the “Discovery Education Experience”) in the promotion of the Curriculum.
 - 1.2.2 Hosting, along with NHED, interactive launch events to demonstrate the resources to educators to encourage and motivate them to incorporate them into instruction.
 - 1.2.3 Hosting, along with NHED, bi-monthly virtual sessions connected with the initial roll-out of the Channel to spotlight Curriculum and Channel resources.
 - 1.2.4 Conduct in-person sessions, delivered in tandem with sessions on Discovery Education Experience, focused on the integration of the Curriculum into school district’s articulated social studies curriculum.
 - 1.2.5 Attend New Hampshire educator conferences (such as New Hampshire Association of School Principals) to display, demonstrate, and support the implementation of the Curriculum Channel, and/or PDF Textbook.
 - 1.2.6 Host on-demand micro-learnings for asynchronous professional learning to support educator implementation of the Curriculum.
- 1.3 Discovery Education shall make the Curriculum available, subject to the terms and conditions of this agreement, in an interactive electronic version as enumerated below:
- 1.3.1 Discovery Education grants to New Hampshire public schools (traditional and charter), and non-public schools, Education Freedom Account programs, and Home Education programs, including their educators, administrators, and students (collectively “Subscribers”) a limited, non-exclusive, and non-transferable license to access the Curriculum.
 - 1.3.2 Discovery Education shall provide NHED with project management to oversee the implementation of the Curriculum and Channel to Subscribers for the Initial Term (as defined below).
 - 1.3.3 In order to gain access to the Curriculum, Subscribers shall agree to Discovery Education’s Standard Terms of Service and License, as modified from time to time by Discovery Education.
 - 1.3.4 The period of access to the Curriculum shall begin on the date that the Curriculum is made available to Subscribers, but not before August 1, 2024, and shall extend for two-years (“Initial Term”) unless extended as described below. The Curriculum shall be made available no later than October 1, 2024.
 - 1.3.5 NHED may, not less than 30-days prior to the expiration of the Initial Term, notify Discovery Education of a desire to extend the Agreement for an additional two-year term (“Extended Term”) and Discovery Education shall continue to host and provide Subscribers with access to the Curriculum, subject to the terms set forth herein, for an

annual hosting fee of \$33,000 per year (the "Annual Hosting Fee"), subject to Governor and Council approval. For the avoidance of doubt, NHED will have full access to the Curriculum and Channel during all Extended Terms.

- 1.3.6 NHED may exercise three additional two-year Extended Terms, for a total of six years of Extended Terms, under the same terms by which the Initial Term was extended, except, the Annual Hosting Fee for the additional second and third Extended Terms shall be adjusted based on the Consumer Price Index of the immediately preceding year, subject to Governor and Council approval.
- 1.3.7 Upon the conclusion of the Extended Terms (or Initial Term, if NHED does not exercise its right to enter into Extended Terms), Discovery shall provide the materials within the Curriculum to NHED within a reasonable period of time in a format accessible to NHED. In addition, the Channel will be available in a pre-login format similar to a slideshow, with print resources. In such a situation, NHED shall have the right to use any content, tools and software in the Channel and Curriculum only as allowed under this Agreement and NHED must immediately discontinue use of any such content, tools and software upon notice from Discovery Education of any related license expiration; provided that, Discovery Education shall introduce NHED to the licensor of any such content, tools and software upon the termination of this agreement so that NHED can negotiate and execute a mutually agreeable renewal of such license, at its option.

EXHIBIT C

1. Price

1.1. NHED agrees to pay Discovery Education as enumerated below.

Activity	Amount
Curriculum Development	\$662,000
Professional Development	\$338,000
Total	\$1,000,000

1.2. In addition to amounts enumerated in the table above, there shall be an Annual Hosting Fee, applicable to Extended Terms only, of \$33,000 per year, as adjusted pursuant to 1.3.6 above.

2. Term

2.1. This Agreement will commence upon Governor and Council approval through October 1, 2026.

3. Limitation on Price

3.1. Upon mutual agreement between the NHED and Discovery Education, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,000,000.

4. Funding Source

4.1. Funds to support this request are available in FY 2024 and FY 2025 in the account titled CIVICS ED FUND with the ability to adjust amounts between activity line items and adjust encumbrances amongst fiscal years within the price limitation through the Budget Office if needed and justified.

4.2.

06-56-56-565010-6382 CIVICS ED FUND

Fiscal Year	Class/Account	Class Title	Total Amount
2024	102-500731	Contracts for Program Services	\$250,000
2025	102-500731	Contracts for Program Services	\$750,000
Total			\$1,000,000

5. Method of Payment

5.1. Discovery Education shall invoice NHED \$250,000 on April 1, 2024 and July 1, 2024, and \$500,000 on October 1, 2024.

5.2. All payments are due to Discovery Education within thirty (30) days of receipt of invoice.

5.3. Invoices shall be submitted electronically to:

Eric Regnell
 Division of Learner Support
 Eric.N.Regnell@doe.nh.gov

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

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

Revised June 2022

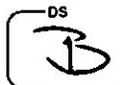
Contractor Initials 
Date February 26, 2024

Exhibit E

Federal Debarment and Suspension

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

Revised June 2022

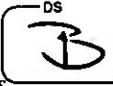
Contractor Initials 
Date February 26, 2024

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 NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

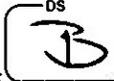
Contractor Initials 
Date February 26, 2024

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 NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

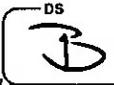
Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

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 NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement.

Revised June 2022

Contractor Initials 
Date February 26, 2024

Certificate of Authority

I, S Milikh, hereby certify that I am a duly appointed representative of Travis Barrs, Head of Global Operations
Discovery Education, Inc.. I hereby certify that _____ is

authorized to execute contracts on behalf of Discovery Education, Inc. and may bind 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: February 26, 2024

DocuSigned by:
S Milikh
C18EE131B13E48E
Attest: _____
S Milikh
General Counsel

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 DISCOVERY EDUCATION, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on April 06, 2018. 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: 792231

Certificate Number: 0006295939



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of August A.D. 2023.

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

David M. Scanlan
Secretary of State

Client#: 1606164

DISCOEDU

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/01/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive Suite 400 Bloomington, MN 55437	CONTACT NAME: Priya Conjeevaram Krishnan	
	PHONE (A/C, No, Ext): 612 509-1001	FAX (A/C, No): 610-537-1954
E-MAIL ADDRESS: priya.conjeevaram@usi.com		
INSURED Discovery Education, Inc. 4350 Congress Street, Suite 700 Charlotte, NC 28209	INSURER(S) AFFORDING COVERAGE	
	INSURER A: StarNet Insurance Company	NAIC # 40045
	INSURER B: Berkley National Insurance Company	NAIC # 38911
	INSURER C: ACE American Insurance Company	NAIC # 22667
	INSURER D: Zurich American Life Insurance Company	NAIC # 90557
	INSURER E:	

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 INSR JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		[REDACTED]	08/01/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		[REDACTED]	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		[REDACTED]	08/01/2023	08/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[REDACTED]	08/01/2023	08/01/2024	<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
C	Tech E&O/Cyber		[REDACTED]	08/01/2023	08/01/2024	\$5,000,000/Ret-\$100,000
D	Excess E&O/Cyber		[REDACTED]	08/01/2023	08/01/2024	\$5,000,000

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

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT ST CONCORD, NH 03301-3860	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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