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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

July 19, 2024

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 an amendment to an existing contract with Lexia Learning Systems, LLC (VC # 407661), Concord, MA, by increasing the price limitation by \$202,720 from \$5,000,000 to \$5,202,720 and extending the end date from September 30, 2024 to September 30, 2026, to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers, effective upon Governor and Council approval. The original contract was approved by Governor and Council on August 17, 2022, Item #65, and amended on January 18, 2023 Item # 5C. 100% Federal Funds

Funds to support this request are available in the following account in FY 25:

05-56-56-562010-24370000 ESSER III-ARP Act 2021

Fiscal Years	Class/Account	Class Title	Current Budget	Increase Decrease Amount	Revised Budget
2023	102-500731	Contracts for Prog Serv	\$1,603,928	\$0	\$1,603,928
2024	102-500731	Contracts for Prog Serv	\$1,750,000	(\$247,169)	\$1,502,831
2025	102-500731	Contracts for Prog Serv	\$500,000	\$449,889	\$949,889
Sub Total			\$3,853,928	\$202,720	\$4,056,648

05-56-56-562010-24370000 ESSER III-ARP Act 2021

Fiscal Years	Class/Account	Class Title	Current Budget	Increased Decreased Amount	Revised Budget
2023	072-509073	Grants Federal	\$709,512	\$0	\$709,512
2024	072-509073	Grants Federal	\$436,560	\$0	\$436,560
Sub Total			\$1,146,072	\$0	\$1,145,072
Grand Total			\$5,000,000	\$202,720	\$5,202,720

EXPLANATION

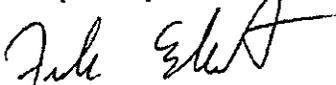
The Department is seeking to amend the existing contract to allow us to offer additional spaces to elementary educators who have expressed interest in pursuing the two-year literacy Lexia training program. This amendment is critical to allow additional educators access to evidence-based practices aligned with the Science of Reading. By approving this amendment, the Department, will be able to accommodate educators in this training, equipping them with the tools and knowledge necessary to implement high-quality evidence-based reading instruction. Approving this amendment will increase the number of participants in the final cohort to accommodate 159 additional slots with an additional four cohorts added in Phase 6.

Lexia Learning, LLC was founded in 1984. Lexia's instructional, assessment, and professional learning programs play a critical role in literacy learning for millions of K-12 students and educators. In 2020, Lexia became a member of the Cambium Learning® Group and, as a result, Voyager Sopris Learning's portfolio of reading, writing, and math intervention products became part of Lexia, and LETRS® joined the Lexia Learning brand family. Under this contract, they will offer access to the LETRS® (Language Essentials for Teachers of Reading and Spelling) Suite of professional learning programs to caregivers, grandparents, early childhood and elementary educators and administrators and others working with children enrolled in an approved New Hampshire education program.

The purpose of these trainings is to increase capacity for providing and overseeing reading instruction and structured literacy based on the science of how children learn to read. The objective of this training is improved student outcomes and overall academic achievement through prevention of and intervention for reading difficulties, and to identify pupils who struggle to read.

Among other benefits of the training, it will prepare individuals with knowledge to help them complete the Pearson exam, *Foundations of Reading*, and the ETS Praxis exam, *Reading Specialist*. The training will assist teachers who received credentials prior to 2014 when the *Foundations of Reading* exam was first established as a requirement for relevant endorsement areas.

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 Lexia Learning Systems, LLC, Concord, MA, hereinafter “the Contractor”, and, pursuant to an agreement between the parties that was approved by Governor and Council on August 17, 2022 (Item #65), modified on September 19, 2022, amended on January 18, 2023 (Item 5C) and modified October 23, 2023 hereby agree to modify same as follows:

1. Remove September 30, 2024, from box 1.7 of the P-37 and replace with September 30, 2026
2. Amend Section 1.8 Price Limitation by increasing the amount by \$202,720 from \$5,000,000 to \$5,202,720
3. Amend Exhibit B-1, **8. Term, Duration and Termination** first sentence to read: This Program Exhibit shall become effective upon the Agreement Effective Date and shall continue in effect until September 30, 2026 (the "Program Exhibit Term).
4. Amend Exhibit C-1, Funding Source by replacing it with:

Source of Funding: Funds to support this request are available in FY 2025 as follows:

05-56-56-562010-24370000 ESSER III-ARP Act 2021

Fiscal Years	Class/Account	Class Title	Current Budget	Increase Decrease Amount	Revised Budget
2023	102-500731	Contracts for Prog Serv	\$1,603,928	\$0	\$1,603,928
2024	102-500731	Contracts for Prog Serv	\$1,750,000	(\$247,169)	\$1,502,831
2025	102-500731	Contracts for Prog Serv	\$500,000	\$449,889	\$949,889
Sub Total			\$3,853,928	\$202,720	\$4,056,648

05-56-56-562010-24370000 ESSER III-ARP Act 2021

Fiscal Years	Class/Account	Class Title	Current Budget	Increased Decreased Amount	Revised Budget
2023	072-509073	Grants Federal	\$709,512	\$0	\$709,512
2024	072-509073	Grants Federal	\$436,560	\$0	\$436,560
Sub Total			\$1,146,072	\$0	\$1,145,072
Grand Total			\$5,000,000	\$202,720	\$5,202,720

5. Amend Exhibit C-1 Limitation of Price by replacing with:

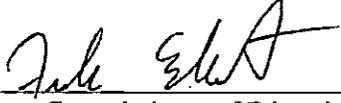
Limitation of Price: Upon mutual agreement between Lexia Learning Systems, LLC and the Bureau of Instructional Support, line items in this budget may be adjusted to one another, but in no case shall the total budget exceed the price limitation of \$5,202,720.
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2026.

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.

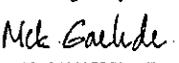
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By:  8/14/2024
Commissioner of Education Date

Lexia Learning Systems, LLC
Name of Corporation (Contractor)

DocuSigned by:
By:  7/24/2024
4C1C4333FB5D4AE...
Nick Gaehde, President Date

Approved as to form, substance and execution by the Attorney General this 14 day of August, 2024


Elizabeth Brown
Division of Attorney General Office

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

By: _____

LLC Certification of Authority

I, **Ryan Brown**, hereby certify that I am the Secretary of **Lexia Learning Systems, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, and pursuant to the limited liability company agreement, **Nick Gaehde** (President), is authorized to execute contracts in the name of Lexia Learning Systems, LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company. 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: July 30, 2024

ATTEST:



Ryan Brown
Secretary

State of New Hampshire

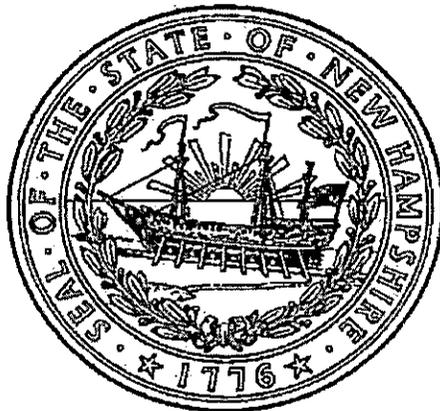
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LEXIA LEARNING SYSTEMS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 14, 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: 898995

Certificate Number: 0006741139



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2024.

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

David M. Scanlan
Secretary of State



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

September 28, 2023

**Modification to: Lexia Learning Systems, LLC Contract, Concord, MA
Approved by Governor and Council on August 17, 2022, Item #65, modified September 19, 2022,
and amended January 18, 2023, Item #5C**

Authorize New Hampshire Department of Education, Division of Learner Support, Bureau of Covid-19 Education Programs to modify the contract with Lexia Learning Systems, LLC (VC# 407661) Concord, MA in the amount not to exceed \$5,000,000 to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers. As of August 16, 2023, Lexia Learning Systems, LLC., will modify their item budgets by transferring the amount of \$436,560 in unspent Federal Funds from the FY 2023 budget to the FY 2024 budget. See Budget Modification Table.

Modification to include:

- Funds in the FY 2023 budget will decrease by \$436,560.
- Funds in the FY 2024 budget will increase by \$436,560.
- The not to exceed amount of \$5,000,000 will remain unchanged.
- NOTE: all other contractual obligations remain in place as established in the original contract.

100% Federal Funds.

Funds to support this request are available in the account titled ESSER III-ARP Act 2021 for FY 2024 and FY 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor approval, if needed and justified.

	05-56-56-562010- 24370000-102-500731	05-56-56-562010- 24370000-072-509073	Total
FY23 Original	\$1,603,928	\$1,146,072	\$2,750,000
FY23 Change	\$0	(\$436,560)	(\$436,560)
FY23 Adjusted	\$1,603,928	\$709,512	\$2,313,440
FY24 Original	\$1,750,000	\$0	\$1,750,000

FY24 Change	\$0	\$436,560	\$436,560
FY24 Adjusted	\$1,750,000	\$436,560	\$2,186,560
FY25 Original	\$500,000	\$0	\$500,000
FY25 Change	\$0	\$0	\$0
FY25 Adjusted	\$500,000	\$0	\$500,000
Total	\$3,853,928	\$1,146,072	\$5,000,000

Limitation of Price: Upon mutual agreement between Lexia Learning Systems, LLC and the Bureau of Instructional Support, line items in this budget may be adjusted to one another, but in no case shall the total budget exceed the price limitation of \$5,000,000.

Funds are contingent on:

- 1.) Federal Funding from the ESSER III – ARP 2021 grant; and
- 2.) Attainment of contractual and performance goals and measures.



Date: 10/23/23

Frank Edelblut
Commissioner
Department of Education



Date: 12-Oct-2023

Nick Gaehe
President
Lexia Learning Systems, LLC.

LLC Certification of Authority

I, Barbara Benson hereby certify that I am the Manager and Chief Financial Officer and Treasurer of Lexia Learning Systems LLC a limited liability company formed and existing under the Laws of the State of Delaware, and pursuant to the limited liability company agreement Nick Gaehde (President), is authorized to execute contracts in the name of Lexia Learning Systems LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/17/2023

ATTEST: Barbara Benson
Barbara Benson, Manager
Chief Financial Officer and Treasurer

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DEC20'22 PM 4:04 RCVD

M-L-C

Frank Edelblut
Commissioner



Christine Brennan
Deputy Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

December 8, 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 an amendment to an existing contract with Lexia Learning Systems, LLC (VC # 407661), Concord, MA, to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers, by changing the dates and pricing of trainings for administrators, with no change to the price limitation or the end date, effective upon Governor and Council approval through September 30, 2024. The original contract was approved by Governor and Council on August 17, 2022, Item #65 and modified on September 19, 2022. 100% Federal Funds

Funds to support this request are available in FY23, FY24 and FY25 in the account titled ESSER III – ARP 2021, upon the availability and continued appropriation of funds in the future operating budget with the ability 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	FY25	Total
05-56-56-562010-24370000-102-500731 Contracts for Prog. Services	\$1,603,928	\$1,750,000	\$500,000	\$2,250,000
05-56-56-562010-24370000-072-509073 Grants Federal	\$1,146,072	\$0	\$0	\$1,146,072
	\$2,750,000	\$1,750,000	\$500,000	\$5,000,000

EXPLANATION

The Department is seeking to amend the existing contract in order to offer an updated version of the Administrator training that will be available starting February of 2023. The number of participants will change from 40 to 25 administrators per cohort. The licensing access will increase from one year to two years and the number of professional learning sessions from four to eight sessions. The cost per cohort will increase from \$12,560 to \$18,250, but the price limitation for the contract will not increase. This will enable the Department to offer the most up to date information and research on the science of reading to NH administrators. This will ensure that they are able to successfully implement high quality reading instruction programming and curriculum in schools.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2 of 2

Lexia Learning, LLC was founded in 1984. Lexia's instructional, assessment, and professional learning programs play a critical role in literacy learning for millions of K-12 students and educators. In 2020, Lexia became a member of the Cambium Learning® Group and, as a result, Voyager Sopris Learning's portfolio of reading, writing, and math intervention products became part of Lexia, and LETRS® joined the Lexia Learning brand family. Under this contract, they will offer access to the LETRS® (Language Essentials for Teachers of Reading and Spelling) Suite of professional learning programs to caregivers, grandparents, early childhood and elementary educators and administrators and others working with children enrolled in an approved New Hampshire education program. Eligible participants will be able to select the program that best fits their individual circumstances. This professional learning program is designed to provide a deep knowledge of literacy and language expertise in the science of reading.

The purpose of these trainings is to increase capacity for providing and overseeing reading instruction and structured literacy based on the science of how children learn to read. The objective of this training is to improve student outcomes and overall academic achievement through prevention of and intervention for reading difficulties, and to identify pupils who struggle to read.

Among other benefits of the training, it will equip teachers with the knowledge needed to help them complete the Pearson exam, *Foundations of Reading*, and the ETS Praxis exam, *Reading Specialist*.

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 Lexia Learning Systems LLC, Concord, MA, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 17, 2022 (Item #65) and modified on September 19, 2022 hereby agree to modify same as follows:

1. Remove Exhibit B Scope of Services and replace with Exhibit B-1 Scope of Services
2. Remove Exhibit C Method of Payment and replace with Exhibit C-1 Method of Payment
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: [Signature] 12/19/2022
Commissioner of Education Date

Lexia Learning Systems LLC
State of Incorporation (Contractor)
By: [Signature] 6-Dec-2022
Peter Koso, Vice President of Operations Date

Approved as to form, substance and execution by the Attorney General this 19 day of December, 2022.

[Signature]
Elizabeth Brown
Division of Attorney General Office

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

By: _____

EXHIBIT B-1
Scope of Services

LETRS PROGRAM FOR NEW HAMPSHIRE

This LETRS Program Exhibit B (this “**Program Exhibit**”) is attached to and incorporated into that certain Master Service Agreement dated (the “**Agreement**”) entered into by and between the New Hampshire Department of Education (“**NHED**” or “**State**”) and Lexia Learning Systems LLC (“**Lexia**”). Unless otherwise defined herein, the capitalized terms shall have the same meaning as ascribed to such terms in the Agreement. In the event of a conflict or inconsistency between this Program Exhibit and the Agreement, the terms of this Program Exhibit shall prevail with respect to the subject matter hereof.

1. Program Overview

NHED wishes to establish a program to provide the opportunity for eligible New Hampshire adult participants (each a “**Participant**”) to receive professional learning in evidence-based literacy instruction in the science of reading. This professional learning will be provided through the **Language Essentials for Teachers of Reading and Spelling (“LETRS®”) Course of Study** offered under this program. LETRS teaches the skills needed to master the foundational and fundamentals of reading and writing instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, and written language. The State will offer its designated eligible Participants the opportunity, during the term of this Program Exhibit (the “**Program Exhibit Term**”), to access, receive and use one of the LETRS Course of Study options hereunder (as more fully described in Section 2 below, the “**Licensed Product**,”) licensed by and to the State for its designated adult Participants as set forth below, in accordance with the terms of the Agreement and this Program Exhibit.

2. The Licensed Product

a. LETRS - General Overview.

The LETRS® (Language Essentials for Teachers of Reading and Spelling) Literacy Professional Learning Course of Study is comprehensive, blended professional learning designed to provide deep knowledge of literacy and language in the science of reading, comprised of: **Online Course Access; Printed Text/Supporting Materials; and Professional Learning Sessions.**

- **Online Course Access.** License for one, named user to access the applicable LETRS SaaS-based online course subscription, which includes instructional videos and content, model lessons, practice activities, Participant assessments, example student assessments, access to the Participant manual ebook, and online journal. The length of subscription (1 year or 2 years) is determined by the applicable LETRS course purchased, and as provided in the applicable order quote.
- **Printed Text/Supporting Materials.** Hard copy text and print materials associated with the LETRS online course and professional learning sessions.
- **Professional Learning Sessions.** Live virtual facilitator-lead group professional learning sessions delivered per user group/phase for the LETRS course. The number of professional learning sessions included per user group per Phase is determined by the applicable LETRS course purchased, and as provided in the applicable order quote.

Contractor Initials 
Date 6-Dec-2022

b. LETRS - Licensed Products and services under this Program Exhibit.

The *LETRS* Course of Study programs is comprised of a suite of professional learning opportunities as described below. Each *LETRS* Course of Study has its own unique scope and sequence of topics, activities, and tools to learn, practice, and apply. Under this Program Exhibit, NHED will receive, for its designated Participants, one of the following *LETRS* Course of Study offerings:

- ***LETRS for Elementary Educators- Third Edition***

LETRS for Elementary Educators program provides Participants with essential knowledge to master the fundamentals of literacy instruction required to transform student learning. An International Dyslexia Association (IDA) Accredited Program—*LETRS for Elementary Educators* meets the IDA standards for teachers of reading and is most suited for professional educators.

LETRS for Elementary Educators addresses each essential component of reading instruction and the foundational concepts that link each component. This includes theoretical models from reading science, phonology, basic and advanced phonics, screening, and educational diagnostic assessment, as well as teaching vocabulary, language and reading comprehension, and writing.

- *LETRS for Elementary Educators* is offered in a blended format delivered over two years and includes:

- *LETRS for Elementary Educators* Volume 1 print materials focused on word recognition
- *LETRS for Elementary Educators* Volume 2 print materials focused on language comprehension
- 2-year licensed access to the *LETRS for Elementary Educators* online course
- Access to 16, 3-hour live online group professional learning sessions per user group per Phase, led by Lexia facilitator personnel, over the two-year subscription service period. Each professional learning session is offered in groups of 40 registered Participants per session. Any canceled courses due to inclement weather or other unforeseen circumstances will be rescheduled.

- ***LETRS® for Early Childhood Educators***

LETRS® for Early Childhood Educators provides Participants deep knowledge of literacy instruction for the youngest learners. *LETRS for Early Childhood Educators* provides practical information for building language and cognitive skills and is best suited to NHED Participants that are parents, caregivers and those working in an early childhood setting. The more children know about language and literacy before they begin kindergarten and first grade, the better equipped they are to succeed in literacy learning and beyond.

LETRS for Early Childhood Educators is offered in a blended format delivered over approximately 18 weeks (depending on Participant pacing) and includes:

- *LETRS for Early Childhood* print materials
- 1-year licensed access to the *LETRS for Early Childhood Educators* Online Course

Contractor Initials



Date 6-Dec-2022

- Access to 4, 3-hour live online group professional learning sessions per user group per Phase, led by Lexia facilitator personnel, over the one-year subscription service period. Each professional learning session is offered in groups of 40 registered Participants per session. Any canceled courses due to inclement weather or other unforeseen circumstances will be rescheduled.

- **LETRS® for Administrators**

LETRS® for Administrators provides Participants with the capacity to create systems and structures in their schools and districts to achieve high levels of academic performance and growth in literacy. Designed to target the needs of instructional leaders, the *LETRS for Administrators* professional learning course of study teaches how to build capacity, collaborate with school leadership teams, manage goal setting, develop assessment plans, and make effective data-based decisions to have systemic impact on student literacy achievement.

LETRS for Administrators is offered in a blended format delivered over approximately 18 weeks (depending on Participant pacing) and includes:

- *LETRS for Administrators* print materials and Print Manual
- 2-year licensed access to the *LETRS for Administrators Online Course* subscription
- Access to 8, 3-hour live online group professional learning sessions per cohort per Phase, led by Lexia facilitator personnel, over the one-year subscription service period. Each professional learning session is offered in groups of 25 registered Participants per session. Any canceled courses due to inclement weather or other unforeseen circumstances will be rescheduled.

c. Participant Eligibility

LETRS Course of Study offerings, under this Program, shall be provided to eligible New Hampshire adult residents engaged with young and emerging readers, including parents, caregivers, grandparents, early childhood and educators and administrators and others working with children enrolled in an approved New Hampshire education program, to include public school (traditional or chartered), non-public school, home education program or Education Freedom Account program. Applicants will be able to select the *LETRS* Course of Study offering that best fits their individual circumstances. NHED will have sole authority and responsibility for determining eligibility of Participants. LEXIA will terminate access to any Participant whom NHED determines is not an Eligible Participant, at any time. Lexia acts and provides its products and services hereunder to, and under the authority and for the benefit of the State; all *LETRS Course of Study* subscriptions, materials and services purchased hereunder, and all accounts and user information collected or processed hereunder, are licensed to and owned by NHED -- not to any individual Participant user.

3. Program Process and Administration, Invoicing and Payment

- Upon execution of the Agreement and this Program Exhibit, and in accordance with the Implementation Timeline in Table 1 below, Lexia will activate LETRS Course subscriptions for, and provide services to Participants assigned to each LETRS Course for each period of service ("Phase") under this Program Exhibit, as provided below.
- Prior to each Phase, there will be a "Registration Window" for the next Phase. After the close of each Registration Window, Lexia will provide NHED a file copy of all registration

Contractor Initials

Date 6-Dec-2022

application information received through the Registration Form (as provided in Section 5 below), during the Registration Window (each an "Applicant List"), by way of a secure server or other mutually agreed secure and encrypted file transfer mechanism. The parties acknowledge and agree that Lexia will use the information in the Applicant List as collected directly from applicants via the Registration Form for purposes of generating and providing NHED with each quote and the associated list of applicants enrolled as Participants in the upcoming Phase and associated *LETRS* Course of Study (each, an "Enrollment List"); per Section 3(c) below. Unless otherwise instructed by NHED in writing for an individual Participant, Lexia will use the information in each Applicant List and Enrollment List for purposes of administering the program, provisioning of the subscription licenses and shipment of materials for Participants in the Phase, and thereafter, unless otherwise requested by NHED and/or agreed by the parties in writing, Lexia will have no obligation to maintain the Enrollment List or any information in the Applicant List or collected from applicants via the Registration Form, and Lexia may remove and purge such information from Lexia systems according to Lexia's standard data removal protocols.

- c. **Order Approval:** After the close of the Registration Window for each Phase, a quote, in form substantially similar to the example quote attached here to as Attachment 1, will be provided by Lexia to the NHED designated Program Administrator, based on and along with a secure copy of the applicable Enrollment List generated by LEXIA from the Applicant List and the pricing outlined in the pricing section of this Program Exhibit. The Program Administrator must provide written approval/confirmation of the quote to Lexia at least 5 business days prior to the start of the next Subscription/Service Period. Approval of each quote will serve as NHED's approval and confirmation of eligibility of all Participants and for the assigned *LETRS* Course of Study in the Enrollment List. Upon Lexia's receipt of such written approval/confirmation of the quote, Lexia will promptly process the order, issue and activate Online Course subscription licenses, and initiate shipment of Print materials to Participants registered for the Phase. Participants that do not utilize the subscription and the subscription is not activated, that seat will roll into a subsequent phase. Participants that do unenroll from the program after their subscription has been activated, will continue to have access to the online platform in accordance with the phase timeline.
- d. For each applicable Phase during the Program Exhibit Term, Lexia will invoice NHED a one-time cost for all *LETRS* Online Course Subscriptions, Print Materials, and Professional Learning Sessions for the Phase based on the number of Participants for the Phase at the time of subscription activation.

4. **Implementation Timeline*:**

*Registration Window Open/Close Dates and Subscription Service Period Start/End Dates in Table 1 may be modified with mutual written agreement (email acceptable) by Lexia and the NHED-designated Program Administrator.

Contractor Initials

Date 6-Dec-2022

Table 1

Phase	Registration Window Open/Close	LETRS Course of Study	Subscription Service Period Start/End
1	Registration Window Open: Within 30 days of contract completion Registration Window Close**: October 17th, 2022	<i>LETRS for Elementary Educators</i>	October 31, 2022- October 31, 2024
		<i>LETRS Early Childhood</i>	October 31, 2022- October 31, 2023
		<i>LETRS for Administrators</i>	N/A
2	Registration Window Open: October 18th, 2022 Registration Window Close**: January 16th, 2023	<i>LETRS for Elementary Educators</i>	January 31, 2023- January 31, 2025
		<i>LETRS Early Childhood</i>	January 31, 2023- January 31, 2024
		<i>LETRS for Administrators</i>	February 2023- February 2024
3	Registration Window Open: January 17th, 2023 Registration Window Close**: May 1, 2023 NOTE: Phase 3 will be only offered for <i>LETRS Early Childhood and LETRS for Administrators.</i>	<i>LETRS for Elementary Educators</i>	N/A
		<i>LETRS Early Childhood</i>	June 1, 2023-June 1 2024
		<i>LETRS for Administrators</i>	June 1, 2023-June 1 2024
4	Registration Window Open: May 2nd, 2023 Registration Window Close**: September 1, 2023	<i>LETRS for Elementary Educators</i>	September 30, 2023 - September 30 2025
		<i>LETRS Early Childhood</i>	September 30, 2023- September 30, 2024
		<i>LETRS for Administrators</i>	September 30, 2023- September 30, 2024
5	Registration Window Open: September 2, 2023 Registration Window Close**: January 15, 2024	<i>LETRS for Elementary Educators</i>	January 31, 2024- January 31, 2026

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		<i>LETRS Early Childhood</i>	January 31, 2024- January 31, 2025
		<i>LETRS for Administrators</i>	January 31, 2024- January 31, 2025
6	Registration Window Open: January 16th, 2024 Registration Window Close**: September 9, 2024	<i>LETRS for Elementary Educators</i>	September 30, 2024- September 30 2026
		<i>LETRS Early Childhood</i>	September 30, 2024- September 30, 2025
		<i>LETRS for Administrators</i>	September 30, 2024- September 30, 2025

No LETRS Phase shall begin, and no licenses shall be activated after September 30, 2024, under this Program Exhibit.

5. Program Awareness, Recruitment and Registration

Promptly following execution of the Agreement and this Program Exhibit, the State and Lexia agree to undertake certain mutually agreed Program Awareness, Recruitment and Registration and other Program promotion efforts, to promote the availability of the Lexia Licensed Product to NHED's prospective Participants. Lexia and the NHED Program Administrator or designee will begin work on developing and implementing various Recruitment and Registration resources, as mutually agreed by Lexia and the Program Administrator, to include, *inter alia*, the following:

Lexia will develop, with inputs from the Program Administrator or designee, a co-branded webpage, to be hosted by Lexia, that will provide information about the NHED **LETRS Program** and the available **LETRS Course of Study** options, provide NHED contact information for inquiries about the Program, highlight testimonials, and other content as mutually agreed by Lexia and the Program Administrator or designee. The webpage will include a link to a Registration Form, developed by Lexia with consultation by NHED and hosted by Lexia to be assigned to receive a LETRS Course of Study in the upcoming Phase. NHED will determine and confirm all questions and information collection fields for the Registration Form are correct and as NHED requires/intends prior to Lexia's implementation, and NHED and Lexia will mutually agree on any categories or Participant group types that NHED would like to have Participants tagged with in Lexia's license server to support future NHED self-service reporting and filtering. Working together in good faith, Lexia and the Program Administrator or designee will also endeavor to deploy various recruitment and messaging campaigns prior to the opening of each Registration Window for each Phase during the Program Exhibit Term, to include, where reasonably practicable, and resource preparation and deployment time permitting, up to three (3) emails created and deployed by Lexia to target NH public and/or private school educators (with Lexia using publicly accessible or available business contact lists for purposes of determining recipient educator targets).

To the extent Lexia receives business contact or other information pertaining to potential messaging targets from the NHED or its agents for purposes of messaging about or otherwise fulfilling services under the Program, NHED confirms it has all rights, consents, and authorities necessary to provide such information to Lexia for Lexia's use with respect to its actions relating to this Program. Recruitment and messaging assets created and used by Lexia for this Program will be shared, subject

Contractor Initials 
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to any license restrictions, to the Program Administrator or designee, for NHED to use during the Program Exhibit Term in any messaging campaigns or recruitment or registration activities undertaken by or at the behest of NHED to any target recipient audiences, as determined by NHED. Subject to the terms herein, and unless otherwise expressly agreed by the parties in writing, each party will be solely responsible and liable for, and shall protect the other party from and against, any and all costs, fees or compliance obligations relating to Program Awareness, Recruitment and Registration or other Program promotion activities hereunder undertaken by such party, or by vendors or agents engaged on behalf of such party. Messaging and assets related to this Program created by either party will be subject to review and reasonable approval of both parties prior to use, and, subject to any license restrictions, such assets will be shared between the parties for further use by the receiving party for additional mutually agreed Program Awareness, Recruitment and Registration messaging initiatives. During the Program Exhibit Term, and subject to the discretion and mutual agreement of both Lexia and the Program Administrator or designee, Lexia and NHED may implement additional mutually efforts to support Program Awareness, Recruitment and Registration, which additional efforts may include, but are not limited to, flyer creation and distribution, postings on Facebook or other mutually agreed social media sites prior at various times or prior to each Phase, and/or language regarding the Program to be included by NHED in NHDOE Superintendent memos or department memos to be distributed by NHED, as needed. NHED acknowledges and agrees that development, consultation, review and implementation/deployment of Program awareness, Recruitment and Registration resources and messaging campaigns requires production and implementation lead times that can vary and may be dependent on actions and inputs of NHED or other entities, or other dependencies, and therefore, while Lexia will endeavor in good faith to meet projected Program awareness, Recruitment and Registration messaging deployments undertaken by Lexia hereunder, any specific action or deployment timing is estimated and not guaranteed.

6. Lexia Program Support

Lexia will provide ongoing Program account management and implementation support to assist the NHED and the State-designated Program Administrator throughout the statewide implementation of LETRS and the term of this Program Exhibit. Such assistance will include status calls scheduled at times to be mutually agreed by Lexia and the State Program Administrator.

a. Program Reporting – LETRS Online Course Subscription Participant Progress and Usage

NHED-designated managers for State-level or sub-level accounts under the Program (each a “Course Manager”) will receive in-platform administrator access to data relating to Participant users under this Program Exhibit. The Course Manager access will allow and enable the State to access data related to Licensed Products licensed by the State under this Program Exhibit and perform various account administration actions, including but not limited to monitoring subscription activation and usage, and monitoring and reporting on Participant data by progress through Online Course Units, through self-service report features in-platform. Through the in-platform self-service reporting, NHED will have the ability to access and obtain information and reporting on Participant usage and overall Program progress at any time on demand. The Course Manager(s) will be able to contact Lexia Customer Support for questions or assistance on accessing and generating in-platform reporting and features. Per Section 3 above, to the extent NHED desires the ability to filter or generate reports by particular Eligible Participant eligibility criterion or category of Eligible Participant, NHED and Lexia will determine and mutually agree on such criterion or categories. Lexia will endeavor to tag the Participant with such criterion or category for purposes of such subsequent reporting, to the extent the Lexia systems will accommodate same.

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7. Miscellaneous

Online Course subscriptions and associated materials and services, once assigned to an individual named Participant, are not cancellable, assignable, sub-licensable, shareable, or otherwise transferable to any other person, except as expressly provided herein or as previously agreed in writing between NHED and Lexia. All Lexia subscriptions, products and services hereunder are offered subject to Lexia's standard license terms, available at

<https://lexialearning.com/privacy/eula>

(the "License"), incorporated herein by reference and as supplemented by the terms of this Program Exhibit and applicable quote(s). In the event of any conflict, the terms of this Program Exhibit shall govern with respect to the products and services hereunder.

8. Term, Duration and Termination.

This Program Exhibit shall become effective upon the Agreement Effective Date and shall continue in effect until September 30, 2024 (the "Program Exhibit Term"). This Program Exhibit shall terminate upon the termination of the Agreement for any reason. Except as expressly provided herein, this Program Exhibit may be modified or renewed only by the mutual written agreement of both NHED and Lexia upon the approval of Governor and Council. Any renewal or extension of this Program Exhibit, and the associated pricing and terms related thereto, shall be mutually agreed by the parties, approved by Governor and Council, and set forth in writing in a separate Program Exhibit or addendum to this Program Exhibit.

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EXHIBIT C-1
Method of Payment

Pricing: Pricing will be based on the number of registered users in each of the program offerings, as summarized below. Pricing will commence upon Governor and Council approval of the contract and extend through September 30, 2024.

Pricing is based on a group size of 40 Participants for Elementary Educators and Early Childhood and 25 Participants for Administrators LETRS Course of Study per Phase and is only valid if purchased in group sizes of 40 for Elementary Educators and Early Childhood or sizes of 25 for Administrators. If applicants for any Phase would result in the number of Participants in a group exceeding sizes of 40 for Elementary Educators and Early Childhood or sizes of 25 for Administrators NHED may either authorize excess Participants to be included in the applicable Phase or designate excess Participants to be held by Lexia until the next available Phase. If one or more Participants originally included in a Phase group drops or is removed from participation after the subscription licenses for such Participant Phase group has been activated, there will be no change to the fees for the Phase group. If applicants for any Phase results in less than sizes of 40 for Elementary Educators and Early Childhood or sizes of 25 for Administrators applicants, NHED may authorize a program to begin with less than sizes of 40 for Elementary Educators and Early Childhood or sizes of 25 for Administrators Participants.

The Program Administrator can approve (via email) participant bundles greater than or less than sizes of 40 for Elementary Educators and Early Childhood or sizes of 25 for Administrators participants on a case-by-case basis with the understanding that the bundle pricing listed below would adjust accordingly (i.e., the unit price per participant increases with bundles of sizes of 39 for Elementary Educators and Early Childhood or sizes of 24 for Administrators or less). Requests will be made via email to the NHED Program Administrator and quote approval will follow steps outlined in Section 3C of Exhibit B.

LETRS for Elementary Educators

Cost = \$50,680/bundle of 40*

*Pricing is based on 40 Participants per bundle and is only valid if purchased in a group of 40 Participants or multiple groups of 40 Participants.

Pricing includes:

- LETRS for Educators Volume 1 and 2 Print Manuals
- 2 Year licensed access to LETRS for Educators Online Course subscription
- Access to 16, 3-hour Live Online Group Professional Learning Sessions (per Phase). Each Professional Learning Session is offered in groups of 40 registered Participants per Session.

LETRS for Early Childhood (EC)

Cost = \$14,360/bundle of 40*

*Pricing is based on 40 Participants per bundle and is only valid if purchased in a group of 40 Participants or multiple groups of 40 Participants.

Pricing includes:

- LETRS for Early Childhood Print Manual

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- 1 Year licensed access to LETRS for Early Childhood Online Course subscription
- Access to 4, 3-hour Live Online Group Professional Learning Sessions (per Phase). Each Professional Learning Session is offered in groups of 40 registered Participants per Session.

LETRS for Administrators

Cost = \$18,250/bundle of 25*

*Pricing is based on 25 Participants per bundle and is only valid if purchased in a group of 25 Participants or multiple groups of 25 Participants.

Pricing includes:

- LETRS for Administrators Print Manual
- 2 Year licensed access to LETRS for Administrators Online Course subscription
- Access to 8, 3-hour Live Online Group Professional Learning Sessions (per Cohort). Each Professional Learning Session is offered in groups of 25 registered Participants per Session.

No LETRS program group shall begin, and no licenses shall be activated after September 30, 2024, under this agreement.

At any time when the minimum cohort size is reached, LEXIA may begin the applicable program that has attained minimum enrollment size. NHED may authorize a LETRS program with fewer than the minimum cohort size of 25 students at its option.

Limitation on Price: Line items in this budget shall not exceed the price limitation of \$5,000,000. Lexia will monitor Program and not exceed the price limitation.

Source of Funding: Funds to support this request are available in the account titled ESSER III – ARP 2021, in FY23, and anticipated FY24, and FY25, upon the availability and continued appropriation of funds in the future operating budget with the ability 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	FY25	Total
05-56-56-562010-24370000-102-500731 Contracts for Prog. Services	\$1,603,928	\$1,750,000	\$500,000	\$2,250,000
05-56-56-562010-24370000-072-509073 Grants Federal	\$1,146,072	\$0	\$0	\$1,146,072
	\$2,750,000	\$1,750,000	\$500,000	\$5,000,000

Method of Payment: For each applicable Phase during the Program Exhibit Term, Lexia will invoice NHED a one-time cost for all LETRS Online Course Subscriptions, Print Materials, and Professional Learning Sessions for the Phase based on the number of Participants for the Phase at the time of subscription activation. One invoice will be provided for each Phase, no more frequently than monthly, with total fees for each invoice payable net thirty (30) days from invoice receipt, F.O.B. Point of Origin. Invoices will include information pertaining to the invoiced services, including the names of each Participant, identify the participant's eligibility category, and identify the LEXIA program in which the Participant is enrolled. Invoices shall be submitted electronically to:

Jessica Lescarbeau
jessica.l.lescarbeau@doe.nh.gov
 603-271-0058

Contractor Initials 
 Date 6-Dec-2022

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 LEXIA LEARNING SYSTEMS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 14, 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: 898995

Certificate Number: 0005787200



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan
Secretary of State

LLC Certification of Authority

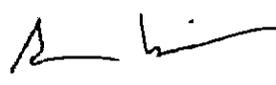
I, Sean Klein hereby certify that I am the Chief Legal Officer

of Lexia Learning Systems LLC a limited liability company

formed and existing under the Laws of the State of Delaware, and pursuant to the limited liability company agreement Peter Koso (Vice President of Operations, Lexia Learning) and Nick Gaehde (President, Lexia Learning Systems LLC), are each authorized to execute contracts in the name of Lexia Learning Systems LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupy the positions indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days. 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: December 6, 2022

ATTEST: 

Sean Klein
Chief Legal Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2022

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 Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Lexia Learning Systems LLC 300 Baker Ave, Ste 320 Concord MA 01742 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley Regional Insurance Company		29580
	INSURER B: Berkley National Insurance Company		38911
	INSURER C: Lloyd's Syndicate No. 2623		AA1128623
	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, 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	ADDL SUBR RSTD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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:			04/15/2022	04/15/2023	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 - COMP/OP AGG: \$2,000,000
B	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 checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (EA Accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<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			04/15/2022	04/15/2023	EACH OCCURRENCE: \$25,000,000 AGGREGATE: \$25,000,000
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	04/15/2022	04/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
C	Cyber Liability		Cyber/E&O (Claims Made) SIR applies per policy terms & conditions	04/15/2022	04/15/2023	Aggregate: \$10,000,000

Certificate No : 570093399502

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire State Department of Education is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER New Hampshire State Department of Education 101 Pleasant St Concord NH 03301 USA	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 Southwest, Inc.</i>

W



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL (603) 271-3495
FAX (603) 271-1963

September 1, 2022

**Modification to: Lexia Learning Systems, LLC Contract
Approved by Governor and Council on August 17, 2022, Item #65**

Authorize New Hampshire Department of Education, Division of Learner Support, Bureau of Covid-19 Education Programs to modify the contract with Lexia Learning Systems, LLC (VC# 407661) Concord, MA in the amount not to exceed \$5,000,000 to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers. As of October 1, 2022, Lexia Learning Systems, LLC., will modify their item budgets by transferring the amount of \$1,000,000 in funds from the FY25 budget to the FY23 budget due to the substantial demand in the program thus far. FY24 shall remain unchanged at this time. See Budget Modification Table.

Modification to include:

- Funds in the FY25 budget will decrease by \$1,000,000.
- Funds in the FY23 budget will increase by \$1,000,000.
- The not to exceed amount of \$5,000,000 will remain unchanged.
- NOTE: all other contractual obligations remain in place as established in the original contract.

100% Federal Funds.

Funds to support this request are available in the account titled ESSER III- ARP 2021 for FY23 and are anticipated to be available in FY24 and FY25, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor approval, if needed and justified.

Budget Modification Table:

100% Federal Funds	FY23 Original	FY23 Increase	FY23 Adjusted
05-56-56-562010-24370000-102-500731	\$1,750,000	\$1,000,000	\$2,750,000

100% Federal Funds	FY24 Unchanged	FY25 Original	FY25 Decrease	FY25 Adjusted
05-56-56-562010-24370000-102-500731	\$1,750,000	\$1,500,000	(\$1,000,000)	\$500,000

Limitation of Price: This contract will not exceed \$5,000,000.

Funds are contingent on:

- 1.) Federal Funding from the ESSER III – ARP 2021 grant; and
- 2.) Attainment of contractual and performance goals and measures.


Date: 9/19/2022
Frank Edelblut
Commissioner
Department of Education

Peter D. Koso
Digitally signed by Peter D. Koso
DN: cn=Peter D. Koso, o=Lexia Learning Systems, LLC, email=peter.koso@lexia.com, c=US
Date: 2022.09.13 14:15:30 -0400
Date: 13-Sept-2022
Peter Koso
Vice President of Operations
Lexia Learning Systems, LLC.

ed

65 m/c



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL (603) 271-3445
FAX (603) 271-1953

July 18, 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 contract with Lexia Learning Systems, LLC (Vendor Code 407661), Concord, MA, in an amount of \$5,000,000, to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds

Funds to support this request are available in FY 23, and anticipated to be available in FY 24 and FY 25 in the account titled ESSER III – ARP 2021, with the ability to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	<u>FY 23</u>
05-56-56-562010-24370000-102-500731 Contracts for Program Services	\$ 603,928
05-56-56-562010-24370000-072-509073 Grants Federal	\$1,146,072
	<u>FY 24</u>
05-56-56-562010-24370000-102-500731 Contracts for Program Services	\$1,750,000
	<u>FY 25</u>
05-56-56-562010-24370000-102-500731 Contracts for Program Services	\$1,500,000

EXPLANATION

A request for proposals was posted on the Department of Administrative Services and New Hampshire Department of Education (NHED) websites on March 28, 2022. The NHED was seeking proposals from qualified vendors to provide literacy training for adults engaged in raising, working with or teaching New Hampshire children to be successful readers.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Seven proposals were received, reviewed and rated (Attachment A) by an evaluation team consisting of an Assistant Superintendent and Dyslexia Specialist, a Co-leader of Decoding Dyslexia - NH and Parent Rep on NH State Advisory Committee, a previous ELA Consultant for the department and Science of Reading expert, a Parent of a child with Dyslexia and Advocate for an Equitable Education, and an English Language Arts Lead Teacher and School Reading Specialist. The evaluation team recommended that Lexia Learning, LLC be awarded a contract.

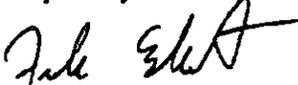
Lexia Learning, LLC was founded in 1984. Lexia's instructional, assessment, and professional learning programs play a critical role in literacy learning for millions of K-12 students and educators. In 2020, Lexia became a member of the Cambium Learning® Group and, as a result, *Voyager Sopris Learning's* portfolio of reading, writing, and math intervention products became part of Lexia, and LETRS® joined the Lexia Learning brand family. Under this contract, they will offer access to the LETRS® (Language Essentials for Teachers of Reading and Spelling) Suite of professional learning programs to caregivers, grandparents, early childhood and elementary educators and administrators and others working with children enrolled in an approved New Hampshire education program. Eligible participants will be able to select the program that best fits their individual circumstances. This professional learning program is designed to provide a deep knowledge of literacy and language expertise in the science of reading.

The purpose of these trainings is to increase capacity for providing and overseeing reading instruction and structured literacy based on the science of how children learn to read. The objective of this training is improved student outcomes and overall academic achievement through prevention of and intervention for reading difficulties, and to identify pupils who struggle to read.

Among other benefits of the training, it will prepare individuals with knowledge to help them complete the Pearson exam, *Foundations of Reading*, and the ETS Praxis exam, *Reading Specialist*. The training will assist teachers who received credentials prior to 2014 when the *Foundations of Reading* exam was first established as a requirement for relevant endorsement areas.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:emr

Attachment A
Leaning Into Literacy:
Building Statewide Capacity through Literacy Training

Proposal Criteria in the RFP

Absolute Priority #1: Training and materials support the science of how children learn to read	40
Priority #1: Addresses test preparation for reading exams	10
Priority #2: Literacy leadership training	10
Priority #3: System for managing requirements of training	15
Priority #4: Provide participants with training materials	10
Priority #5: Cost Summary	<u>15</u>
Total	100

Proposals Received (Listed Alphabetically)

1. ASU Prep Global d/b/a ASU Prep Digital
2. Institute of Multi-Sensory Education
3. Keys to Literacy
4. Lexia Learning Systems, LLC
5. Public Consulting Group, LLC (PCG)
6. Teaching Lab
7. TNTP, Inc.

Reviewer Scores

	Natasha K.	Jennifer B.	Jennifer Ca.	Marilyn M.	Jennifer C.	Average
Lexia Learning Systems, LLC	91	82	88	94	81	87.2
Keys to Literacy	86	76	92	62	83	79.8
TNTP, Inc.	94	76	90	62	60	76.4
Public Consulting Group, LLC (PCG)	62	81	54	85	77	71.8
ASU Prep Global d/b/a ASU Prep Digital	22	70	50	57	95	58.8
Institute of Multi-Sensory Education	65	60	62	37	70	58.8
Teaching Lab	42	56	57	21	45	44.2

Review Process

Scoring review occurred on May 9-13, 2022. The proposal review panel consisted of the following individuals:

Reviewer Qualifications

Natasha K.: Assistant Superintendent; NHED Dyslexia Specialist; Masters of Reading, Rivier College; CAGS from Plymouth State University; BA Smith College

Jennifer B.: Co-leader of Decoding Dyslexia - NH; Parent Rep on NH State Advisory Committee (SAC); Physical Therapist

Jennifer Ca.: Previous English Language Arts Consultant for NHED; Science of Reading expert; Charter School NYC Professional Development Leader for Elementary Reading Teachers; MS Touro College

Marilyn M.: Parent of a child with dyslexia who, when placed in a school that employs the Science of Reading and receiving appropriate instruction, began to thrive academically; Advocate for Free Appropriate Public Education (FAPE) for each child, committed to raising/spreading awareness and facilitating positive change

Jennifer C.: English Language Lead Teacher; School Reading Specialist; worked in the reading field for 20 years; Teacher Trainer for Dynamic Indicators of Basic Early Literacy Skills (Dibels), Next, Lindamood Phoneme Sequencing® (LIPS), Language Essentials for Teachers of Reading and Spelling (LETRS).

FORM NUMBER P-37 (version 12/11/2019)

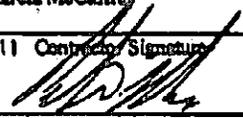
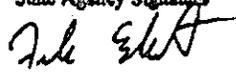
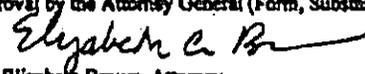
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Lexia Learning Systems, LLC		1.4 Contractor Address 300 Baker Ave., Ste 320, Concord, MA 01742	
1.5 Contractor Phone Number 800-435-3942	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$5,000,000
1.9 Contracting Officer for State Agency Marcia McCaffrey		1.10 State Agency Telephone Number (603) 271-3193	
1.11 Contractor Signature  Date: 22-July2022		1.12 Name and Title of Contractor Signatory Peter Koso, Vice President of Operations	
1.13 State Agency Signature  Date: 1/20/2022		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: 1/20/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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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, formulas, 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 supercedes 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:

Add Paragraph 10.4 For clarity and notwithstanding anything to the contrary herein or in , the State and Contractor acknowledge and agree that the Services to be provided by Contractor to the State hereunder are or include existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with other ancillary training, texts and other materials, which Contractor offers and provisions to the State and all of its educational customers nationwide under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, are expressly reserved to and remain the property of Contractor and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by Customer in the license terms for the Services are reserved. The parties acknowledge that elements of the Contractor Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Contractor of any newly created intellectual property or "Works Made for Hire" ("New Work Product Deliverable") to be owned exclusively by the State under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the State in a Contractor quote or a statement of work signed by a VP or above level representative of the Contractor, on an individual case basis, prior to creation.

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Paragraph 12.2 will be deleted in its entirety and replaced with:

All Contractor State, district and school educational customer accounts are supported through Lexia shared services teams comprised of Contractor personnel and/or select subcontractors, and which support may include, but is not limited to, implementation and training, customer support, technical support, research, account management, etc.; Contractor does not offer or anticipate, nor do the Contractor's fees to the State under this Agreement reflect, the assignment or hiring of any Contractor staff or new subcontractors that would be dedicated solely and specifically to support the State's account and Services under the Agreement. Contractor confirms that the Services may be performed by Contractor employees, or by subcontractors of appropriate qualifications, training and skill engaged by Contractor under contractual obligations of confidentiality to provide, support and/or maintain the Services to all of Contractor's State, district and/or school educational entity customers, and for whom Contractor shall remain responsible to the State under this Agreement. Contractor does not anticipate the need to engage any new subcontractors to perform work solely and specifically for the State under this Agreement, however, Contractor confirms that none of the Services shall be so subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all such 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.

Subsection 14.1 will be deleted in its entirety and replaced with:

"The Contractor shall, at its sole expense, obtain and continuously maintain in force the following insurance covering the acts or omissions of Contractor, its employees and any of its subcontractors hereunder:"

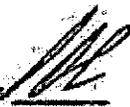
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EXHIBIT B
Scope of Services

LETRS PROGRAM FOR NEW HAMPSHIRE

This LETRS Program Exhibit B (this "Program Exhibit") is attached to and incorporated into that certain Master Service Agreement dated (the "Agreement") entered into by and between the New Hampshire Department of Education ("NHED" or "State") and Lexia Learning Systems LLC ("Lexia"). Unless otherwise defined herein, the capitalized terms shall have the same meaning as ascribed to such terms in the Agreement. In the event of a conflict or inconsistency between this Program Exhibit and the Agreement, the terms of this Program Exhibit shall prevail with respect to the subject matter hereof.

1. Program Overview

NHED wishes to establish a program to provide the opportunity for eligible New Hampshire adult participants (each a "Participant") to receive professional learning in evidence-based literacy instruction in the science of reading. This professional learning will be provided through the Language Essentials for Teachers of Reading and Spelling ("LETRS[®]") Course of Study offered under this program. LETRS teaches the skills needed to master the foundational and fundamentals of reading and writing instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, and written language. The State will offer its designated eligible Participants the opportunity, during the term of this Program Exhibit (the "Program Exhibit Term"), to access, receive and use one of the LETRS Course of Study options hereunder (as more fully described in Section 2 below, the "Licensed Product,") licensed by and to the State for its designated adult Participants as set forth below, in accordance with the terms of the Agreement and this Program Exhibit.

2. The Licensed Product

a. LETRS - General Overview.

The LETRS[®] (Language Essentials for Teachers of Reading and Spelling) Literacy Professional Learning Course of Study is comprehensive, blended professional learning designed to provide deep knowledge of literacy and language in the science of reading, comprised of: Online Course Access; Printed Text/Supporting Materials; and Professional Learning Sessions.

- **Online Course Access.** License for one, named user to access the applicable LETRS SaaS-based online course subscription, which includes instructional videos and content, model lessons, practice activities, Participant assessments, example student assessments, access to the Participant manual

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ebook, and online journal. The length of subscription (1 year or 2 years) is determined by the applicable LETRS course purchased, and as provided in the applicable order quote.

- **Printed Text/Supporting Materials.** Hard copy text and print materials associated with the LETRS online course and professional learning sessions.
- **Professional Learning Sessions.** Live virtual facilitator-lead group professional learning sessions delivered per user group/phase for the LETRS course. The number of professional learning sessions included per user group per Phase is determined by the applicable LETRS course purchased, and as provided in the applicable order quote.

b. LETRS - Licensed Products and services under this Program Exhibit.

The *LETRS* Course of Study programs is comprised of a suite of professional learning opportunities as described below. Each *LETRS* Course of Study has its own unique scope and sequence of topics, activities, and tools to learn, practice, and apply. Under this Program Exhibit, NHED will receive, for its designated Participants, one of the following *LETRS* Course of Study offerings:

- ***LETRS for Elementary Educators- Third Edition***

LETRS for Elementary Educators program provides Participants with essential knowledge to master the fundamentals of literacy instruction required to transform student learning. An International Dyslexia Association (IDA) Accredited Program— *LETRS for Elementary Educators* meets the IDA standards for teachers of reading and is most suited for professional educators.

LETRS for Elementary Educators addresses each essential component of reading instruction and the foundational concepts that link each component. This includes theoretical models from reading science, phonology, basic and advanced phonics, screening, and educational diagnostic assessment, as well as teaching-vocabulary, language and reading comprehension, and writing.

- *LETRS for Elementary Educators* is offered in a blended format delivered over two years and includes:

- *LETRS for Elementary Educators* Volume 1 print materials focused on word recognition
- *LETRS for Elementary Educators* Volume 2 print materials focused on language comprehension
- 2-year licensed access to the *LETRS for Elementary Educators* online course

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- Access to 16, 3-hour live online group professional learning sessions per user group per Phase, led by Lexia facilitator personnel, over the two-year subscription service period. Each professional learning session is offered in groups of 40 registered Participants per session.

- **LETRS® for Early Childhood Educators**

LETRS® for Early Childhood Educators provides Participants deep knowledge of literacy instruction for the youngest learners. *LETRS for Early Childhood Educators* provides practical information for building language and cognitive skills and is best suited to NHED Participants that are parents, caregivers and those working in an early childhood setting. The more children know about language and literacy before they begin kindergarten and first grade, the better equipped they are to succeed in literacy learning and beyond.

LETRS for Early Childhood Educators is offered in a blended format delivered over approximately 18 weeks (depending on Participant pacing) and includes:

- LETRS for Early Childhood print materials
- 1-year licensed access to the *LETRS for Early Childhood Educators* Online Course
- Access to 4, 3-hour live online group professional learning sessions per user group per Phase, led by Lexia facilitator personnel, over the one-year subscription service period. Each professional learning session is offered in groups of 40 registered Participants per session.

- **LETRS® for Administrators**

LETRS® for Administrators provides Participants with the capacity to create systems and structures in their schools and districts to achieve high levels of academic performance and growth in literacy. Designed to target the needs of instructional leaders, the *LETRS for Administrators* professional learning course of study teaches how to build capacity, collaborate with school leadership teams, manage goal setting, develop assessment plans, and make effective data-based decisions to have systemic impact on student literacy achievement.

LETRS for Administrators is offered in a blended format delivered over approximately 18 weeks (depending on Participant pacing) and includes:

- *LETRS for Administrators* print materials
- 1-year licensed access to the *LETRS for Administrators* course

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- o Access to 4, 3-hour live online group professional learning sessions per user group per Phase, led by Lexia facilitator personnel, over the one-year subscription service period. Each professional learning session is offered in groups of 40 registered Participants per session.

c. Participant Eligibility

LETRS Course of Study offerings, under this Program, shall be provided to eligible New Hampshire adult residents engaged with young and emerging readers, including parents, caregivers, grandparents, early childhood and educators and administrators and others working with children enrolled in an approved New Hampshire education program, to include public school (traditional or chartered), non-public school, home education program or Education Freedom Account program. Applicants will be able to select the *LETRS* Course of Study offering that best fits their individual circumstances. NHED will have sole authority and responsibility for determining eligibility of Participants. LEXIA will terminate access to any Participant whom NHED determines is not an Eligible Participant, at any time. Lexia acts and provides its products and services hereunder to, and under the authority and for the benefit of the State; all *LETRS Course of Study* subscriptions, materials and services purchased hereunder, and all accounts and user information collected or processed hereunder, are licensed to and owned by NHED – not to any individual Participant user.

3. Program Process and Administration, Invoicing and Payment

- a. Upon execution of the Agreement and this Program Exhibit, and in accordance with the Implementation Timeline in Table 1 below, Lexia will activate *LETRS* Course subscriptions for, and provide services to Participants assigned to each *LETRS* Course for each period of service ("Phase") under this Program Exhibit, as provided below.
- b. Prior to each Phase, there will be a "Registration Window" for the next Phase. After the close of each Registration Window, Lexia will provide NHED a file copy of all registration application information received through the Registration Form (as provided in Section 5 below), during the Registration Window (each an "Applicant List"), by way of a secure server or other mutually agreed secure and encrypted file transfer mechanism. The parties acknowledge and agree that Lexia will use the information in the Applicant List as collected directly from applicants via the Registration Form for purposes of generating and providing NHED with each quote and the associated list of applicants enrolled as Participants in the upcoming Phase and associated *LETRS* Course of Study (each, an "Enrollment List"), per Section 3(c) below. Unless otherwise instructed by NHED in writing for an individual Participant, Lexia will use the information in each Applicant List and Enrollment List for purposes of administering the program, provisioning of the subscription licenses and shipment.

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of materials for Participants in the Phase, and thereafter, unless otherwise requested by NHED and/or agreed by the parties in writing, Lexia will have no obligation to maintain the Enrollment List or any information in the Applicant List or collected from applicants via the Registration Form, and Lexia may remove and purge such information from Lexia systems according to Lexia's standard data removal protocols.

- c. **Order Approval:** After the close of the Registration Window for each Phase, a quote, in form substantially similar to the example quote attached here to as Attachment 1, will be provided by Lexia to the NHED designated Program Administrator, based on and along with a secure copy of the applicable Enrollment List generated by LEXIA from the Applicant List and the pricing outlined in the pricing section of this Program Exhibit. The Program Administrator must provide written approval/confirmation of the quote to Lexia at least 5 business days prior to the start of the next Subscription/Service Period. Approval of each quote will serve as NHED's approval and confirmation of eligibility of all Participants and for the assigned LETRS Course of Study in the Enrollment List. Upon Lexia's receipt of such written approval/confirmation of the quote, Lexia will promptly process the order, Issue and activate Online Course subscription licenses, and initiate shipment of Print materials to Participants registered for the Phase.
- d. For each applicable Phase during the Program Exhibit Term, Lexia will invoice NHED a one-time cost for all LETRS Online Course Subscriptions, Print Materials, and Professional Learning Sessions for the Phase based on the number of Participants for the Phase at the time of subscription activation.

4. Implementation Timeline*:

*Registration Window Open/Close Dates and Subscription Service Period Start/End Dates in Table 1 may be modified with mutual written agreement (email acceptable) by Lexia and the NHED-designated Program Administrator.

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Table 1

Phase	Registration Window Open/Close	LETRS Course of Study	Subscription Service Period Start/End
1	Registration Window Open: Within 30 days of contract completion Registration Window Close ^{**} : October 17th, 2022	<i>LETRS for Elementary Educators</i>	October 31, 2022- October 31, 2024
		<i>LETRS Early Childhood</i>	October 31, 2022- October 31, 2023
		<i>LETRS for Administrators</i>	October 31, 2022- October 31, 2023
2	Registration Window Open: October 18th, 2022 Registration Window Close ^{**} : January 16th, 2023	<i>LETRS for Elementary Educators</i>	January 31, 2023- January 31, 2025
		<i>LETRS Early Childhood</i>	January 31, 2023- January 31, 2024
		<i>LETRS for Administrators</i>	January 31, 2023- January 31, 2024
3	Registration Window Open: January 17th, 2023 Registration Window Close ^{**} : May 1, 2023 NOTE: Phase 3 will be only offered for <i>LETRS Early Childhood and LETRS for Administrators.</i>	<i>LETRS for Elementary Educators</i>	N/A
		<i>LETRS Early Childhood</i>	June 1, 2023-June 1 2024
		<i>LETRS for Administrators</i>	June 1, 2023-June 1 2024
4	Registration Window Open: May 2nd, 2023 Registration Window Close ^{**} :	<i>LETRS for Elementary Educators</i>	September 30, 2023 - September 30 2025

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	September 1, 2023	LETRS Early Childhood	September 30, 2023- September 30, 2024
		LETRS for Administrators	September 30, 2023- September 30, 2024
5	Registration Window Open: September 2, 2023 Registration Window Close**: January 15, 2024	LETRS for Elementary Educators	January 31, 2024- January 31, 2026
		LETRS Early Childhood	January 31, 2024- January 31, 2025
		LETRS for Administrators	January 31, 2024- January 31, 2025
6	Registration Window Open: January 16th, 2024 Registration Window Close**: September 9, 2024	LETRS for Elementary Educators	September 30, 2024- September 30 2026
		LETRS Early Childhood	September 30, 2024- September 30, 2025
		LETRS for Administrators	September 30, 2024- September 30, 2025

No LETRS Phase shall begin, and no licenses shall be activated after September 30, 2024, under this Program Exhibit.

5. Program Awareness, Recruitment and Registration

Promptly following execution of the Agreement and this Program Exhibit, the State and Lexia agree to undertake certain mutually agreed Program Awareness, Recruitment and Registration and other Program promotion efforts, to promote the availability of the Lexia Licensed Product to NHED's prospective Participants. Lexia and the NHED Program Administrator or designee will begin work on developing and implementing various Recruitment and Registration resources, as mutually agreed by Lexia and the Program Administrator, to include, *inter alia*, the following:

Lexia will develop, with inputs from the Program Administrator or designee, a co-branded webpage, to be hosted by Lexia, that will provide information about the NHED **LETRS Program** and the available **LETRS Course of Study** options, provide NHED contact

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information for inquiries about the Program, highlight testimonials, and other content as mutually agreed by Lexia and the Program Administrator or designee. The webpage will include a link to a Registration Form, developed by Lexia with consultation by NHED and hosted by Lexia to be assigned to receive a LETRS Course of Study in the upcoming Phase. NHED will determine and confirm all questions and information collection fields for the Registration Form are correct and as NHED requires/intends prior to Lexia's implementation, and NHED and Lexia will mutually agree on any categories or Participant group types that NHED would like to have Participants tagged with in Lexia's license server to support future NHED self-service reporting and filtering. Working together in good faith, Lexia and the Program Administrator or designee will also endeavor to deploy various recruitment and messaging campaigns prior to the opening of each Registration Window for each Phase during the Program Exhibit Term, to include, where reasonably practicable, and resource preparation and deployment time permitting, up to three (3) emails created and deployed by Lexia to target NH public and/or private school educators (with Lexia using publicly accessible or available business contact lists for purposes of determining recipient educator targets).

To the extent Lexia receives business contact or other information pertaining to potential messaging targets from the NHED or its agents for purposes of messaging about or otherwise fulfilling services under the Program, NHED confirms it has all rights, consents and authorities necessary to provide such information to Lexia for Lexia's use with respect to its actions relating to this Program. Recruitment and messaging assets created and used by Lexia for this Program will be shared, subject to any license restrictions, to the Program Administrator or designee, for NHED to use during the Program Exhibit Term in any messaging campaigns or recruitment or registration activities undertaken by or at the behest of NHED to any target recipient audiences, as determined by NHED. Subject to the terms herein, and unless otherwise expressly agreed by the parties in writing, each party will be solely responsible and liable for, and shall protect the other party from and against, any and all costs, fees or compliance obligations relating to Program Awareness, Recruitment and Registration or other Program promotion activities hereunder undertaken by such party, or by vendors or agents engaged on behalf of such party. Messaging and assets related to this Program created by either party will be subject to review and reasonable approval of both parties prior to use, and, subject to any license restrictions, such assets will be shared between the parties for further use by the receiving party for additional mutually agreed Program Awareness, Recruitment and Registration messaging initiatives. During the Program Exhibit Term, and subject to the discretion and mutual agreement of both Lexia and the Program Administrator or designee, Lexia and NHED may implement additional mutually efforts to support Program Awareness, Recruitment and Registration, which additional efforts may include, but are not limited to, flyer creation and distribution, postings on Facebook or other mutually agreed social media sites prior at various times or prior to each Phase, and/or language regarding the Program to be included by NHED in NHDOE Superintendent memos or department memos to be distributed by NHED, as needed. NHED acknowledges and agrees that development, consultation, review and implementation/deployment of Program awareness, Recruitment and Registration

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resources and messaging campaigns requires production and implementation lead times that can vary and may be dependent on actions and inputs of NHED or other entities, or other dependencies, and therefore, while Lexia will endeavor in good faith to meet projected Program awareness, Recruitment and Registration messaging deployments undertaken by Lexia hereunder, any specific action or deployment timing is estimated and not guaranteed.

6. Lexia Program Support

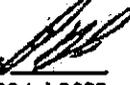
Lexia will provide ongoing Program account management and implementation support to assist the NHED and the State-designated Program Administrator throughout the statewide implementation of LETRS and the term of this Program Exhibit. Such assistance will include status calls scheduled at times to be mutually agreed by Lexia and the State Program Administrator.

a. Program Reporting – LETRS Online Course Subscription Participant Progress and Usage

NHED-designated managers for State-level or sub-level accounts under the Program (each a "Course Manager") will receive in-platform administrator access to data relating to Participant users under this Program Exhibit. The Course Manager access will allow and enable the State to access data related to licensed Products licensed by the State under this Program Exhibit and perform various account administration actions, including but not limited to monitoring subscription activation and usage, and monitoring and reporting on Participant data by progress through Online Course Units, through self-service report features in-platform. Through the in-platform self-service reporting, NHED will have the ability to access and obtain information and reporting on Participant usage and overall Program progress at any time on demand. The Course Manager(s) will be able to contact Lexia Customer Support for questions or assistance on accessing and generating in-platform reporting and features. Per Section 3 above, to the extent NHED desires the ability to filter or generate reports by particular Eligible Participant eligibility criterion or category of Eligible Participant, NHED and Lexia will determine and mutually agree on such criterion or categories. Lexia will endeavor to tag the Participant with such criterion or category for purposes of such subsequent reporting, to the extent the Lexia systems will accommodate same.

7. Miscellaneous

Online Course subscriptions and associated materials and services, once assigned to an individual named Participant, are not cancellable, assignable, sub-licensable, shareable or otherwise transferable, to any other person, except as expressly provided herein or as previously agreed in writing between NHED and Lexia. All Lexia subscriptions, products and services hereunder are offered subject to Lexia's standard license terms, available at

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<https://lexialearning.com/privacy/eula> (the "License"), incorporated herein by reference and as supplemented by the terms of this Program Exhibit and applicable quote(s). In the event of any conflict, the terms of this Program Exhibit shall govern with respect to the products and services hereunder.

8. Term, Duration and Termination.

This Program Exhibit shall become effective upon the Agreement Effective Date and shall continue in effect until September 30, 2024 (the "Program Exhibit Term"). This Program Exhibit shall terminate upon the termination of the Agreement for any reason. Except as expressly provided herein, this Program Exhibit may be modified or renewed only by the mutual written agreement of both NHED and Lexia upon the approval of Governor and Council. Any renewal or extension of this Program Exhibit, and the associated pricing and terms related thereto, shall be mutually agreed by the parties, approved by Governor and Council, and set forth in writing in a separate Program Exhibit or addendum to this Program Exhibit.

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EXHIBIT C
Method of Payment

Pricing: Pricing will be based on the number of registered users in each of the program offerings, as summarized below. Pricing will commence upon Governor and Council approval of the contract and extend through September 30, 2024.

Pricing is based on a group size of 40 Participants for each LETRS Course of Study per Phase, and is only valid if purchased in group sizes of 40 Participants or multiple groups of 40 Participants. If applicants for any Phase would result in the number of Participants in a group exceeding 40 Participants, NHED may either authorize excess Participants to be included in the applicable Phase or designate excess Participants to be held by Lexia until the next available Phase. If one or more Participants originally included in a Phase group drops or is removed from participation after the subscription licenses for such Participant Phase group has been activated, there will be no change to the fees for the Phase group. If applicants for any Phase results in less than 40 applicants, NHED may authorize a program to begin with less than 40 Participants.

The Program Administrator can approve (via email) participant bundles greater than or less than 40 participants on a case-by-case basis with the understanding that the bundle pricing listed below would adjust accordingly (i.e., the unit price per participant increases with bundles of 39 or less). Requests will be made via email to the NHED Program Administrator and quote approval will follow steps outlined in Section 3C of Exhibit B.

LETRS for Elementary Educators

Cost = \$50,680/bundle of 40*

*Pricing is based on 40 Participants per bundle and is only valid if purchased in a group of 40 Participants or multiple groups of 40 Participants.

Pricing Includes:

- LETRS for Educators Volume 1 and 2 Print Manuals
- 2 Year licensed access to LETRS for Educators Online Course subscription
- Access to 16, 3-hour Live Online Group Professional Learning Sessions (per Phase). Each Professional Learning Session is offered in groups of 40 registered Participants per Session.

LETRS for Early Childhood (EC)

Cost = \$14,360/bundle of 40*

*Pricing is based on 40 Participants per bundle and is only valid if purchased in a group of 40 Participants or multiple groups of 40 Participants.

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Pricing Includes:

- o LETRS for Early Childhood Print Manual
- 1 Year licensed access to LETRS for Early Childhood Online Course subscription
- Access to 4, 3-hour Live Online Group Professional Learning Sessions (per Phase). Each Professional Learning Session is offered in groups of 40 registered Participants per Session.

LETRS for Administrators

Cost = \$12,560/bundle of 40*

*Pricing is based on 40 Participants per bundle and is only valid if purchased in a group of 40 Participants or multiple groups of 40 Participants.

Pricing Includes:

- o LETRS for Administrators Print Manual
- o 1 Year licensed access to LETRS for Administrators Online Course subscription
- o Access to 4, 3-hour Live Online Group Professional Learning Sessions (per Phase). Each Professional Learning Session is offered in groups of 40 registered Participants per Session.

No LETRS program group shall begin, and no licenses shall be activated after September 30, 2024, under this agreement.

At any time when the minimum cohort size is reached, LEXIA may begin the applicable program that has attained minimum enrollment size. NHED may authorize a LETRS program with fewer than the minimum cohort size of 40 students at its option.

Limitation on Price: Line items in this budget shall not exceed the price limitation of \$5,000,000. Lexia will monitor Program and not exceed the price limitation.

Source of Funding: Funds to support this request are available in the account titled ESSER III – ARP 2021, in FY23, and anticipated FY24, and FY25, with the ability 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	FY25
05-56-56-562010-24370000-102-500731 Contracts for Prog. Services	\$1,750,000	\$1,750,000	\$1,500,000

Method of Payment: For each applicable Phase during the Program Exhibit Term, Lexia will invoice NHED a one-time cost for all LETRS Online Course Subscriptions, Print Materials, and Professional Learning Sessions for the Phase based on the number of Participants for the Phase

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at the time of subscription activation. One invoice will be provided for each Phase, no more frequently than monthly, with total fees for each invoice payable net thirty (30) days from invoice receipt, F.O.B. Point of Origin. Invoices will include information pertaining to the invoiced services, including the names of each Participant, identify the participant's eligibility category, and identify the LEXIA program in which the Participant is enrolled. Invoices shall be submitted to:

Jessica Lescarbeau
NHED
25 Hall Street
Concord, NH 03301
jessica.l.lescarbeau@doe.nh.gov
603-271-0058

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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.

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Exhibit E

Federal Debarment and Suspension

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

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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.

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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 of 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.

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Attachment 1

Lexia standard quote

SAMPLE QUOTE



Lexia Learning Systems
LLC 300 Baker
Avenue, Suite 320
Concord, MA 01742
USA Phone: (978)
402-3620
Fax: (978) 402-3621

Quote #: Q-0000000
Created 7/8/2022
Date:

Prepared By: Brandie Turner
Email: brandie.turner@lexialearning.com



Ship To:
New Hampshire Dept of Education

Bill To:
New Hampshire Department of Education

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1 & 2	2 years	\$1,267.00	\$50,680.00
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382539	Admin		1 year	\$314.00	\$12,560.00
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382441	Early Childhood		1 year	\$359.00	\$14,360.00

Total Price \$77,600.00
Est. Tax \$0.00
Total Due \$77,600.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

For an email Purchase Order with quote number **Q-509864-2** to the following:

Attn: Brandie Turner

Email: brandie.turner@ledalearning.com

Fax: (978) 492-3621

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

* Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Leads will include the total fees set forth below upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year LETTS licenses expire 12 months from the date of activation; 2-Year LETTS licenses expire 24 months from the date of activation.

* Additional Support Services purchased separately from subscription (courses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.

* A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

ORDER TERMS

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Leads and customer in writing, the license, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Leads and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training funded with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Leads may suspend delivery of the subscription, products and/or services in the event that customer fails to make any payment when due following notice.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed below. NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Leads K-12 Education Application License Agreement terms, available at <http://ledalearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Leads and customer regarding the subscription, products and services (the "Agreement"), customer and Leads agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communication, whether written or oral, between customer and Leads relating to the subject matter hereof, in the event of any conflict. The terms of this Agreement shall govern.

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 LEXIA LEARNING SYSTEMS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 14, 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: 898995

Certificate Number: 0005787200



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

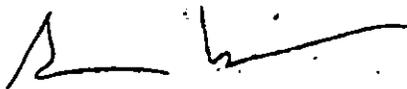
CERTIFICATE OF AUTHORIZATION

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, Lexia Learning Systems LLC, is: (CHECK ONE)

- _____ A. A corporation formed and existing under the laws of the State of _____, and pursuant to the corporate by-laws: _____
(Insert Name and Title of Authorized Representative) are each authorized to execute contracts in the name of said corporation. Such execution or any contract or obligation in this corporation's name on its behalf by either such duly authorized individual shall be valid and binding upon the corporation.
- x
_____ B. A limited liability company or a partnership formed and existing under the laws of the State of Delaware, and pursuant to the limited liability company agreement or partnership agreement, Nick Gaehde (President) and Peter Koso (Vice President of Operations) are authorized to execute contracts in the name of Lexia Learning Systems LLC. Such execution or any contract or obligation in this company or partnership's name on its behalf by either such duly authorized individual shall be valid and binding upon the company or partnership.
- _____ C. Is a sole proprietorship owned and operated exclusively by the undersigned. (Insert Name and Title of Authorized Representative). Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:



Sean Klein
Printed Name of Above

Chief Legal Officer & Secretary
Title

July 21, 2022
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2022

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 Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C No. Ext): (856) 283-7122 FAX (A/C No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Lexia Learning Systems LLC 300 Baker Ave., Ste 320 Concord MA 01742 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Regional Insurance Company	29580
	INSURER B: Berkley National Insurance Company	38911
	INSURER C: Lloyd's Syndicate No. 2623	AA1128623
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 570093399502 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

COV. CLS.	TYPE OF INSURANCE	ADDITIONAL POLY. NTD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
K	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		[REDACTED]	04/15/2022	04/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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		[REDACTED]	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<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					
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/CLERK EXCLUDED? (Mandatory to file) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	[REDACTED]	04/15/2022	04/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	<input type="checkbox"/> N/A					
C	Cyber Liability		[REDACTED]	04/15/2022	04/15/2023	Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire State Department of Education is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER New Hampshire State Department of Education 101 Pleasant St Concord NH 03301 USA	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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Holder Identifier : Certificate No : 570093399502