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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 20, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to amend an existing **sole source** contract with Federal Education Group, PLLC (vendor code 300991), by extending the completion date from June 30, 2019 to August 31, 2019 and increasing the price limitation by \$23,750.00 from \$9,500.00 to \$33,250.00, to continue to support the department on issues related to the allowable use of funds at the local level and monitoring of subrecipients under the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act. This contract was originally approved by the Commissioner of Education on February 28, 2019. 100% Federal Funds

Funding is available in the accounts titled Title II-A Prof Develop, Title III English Learners, and Title IV-A 21st Century Student as follows:

	<u>FY 19</u>
06-56-56-562010-25100000-102-500731 Contracts for Program Services	\$ 7,916.66
06-56-56-562010-25160000-102-500731 Contracts for Program Services	\$ 7,916.67
06-56-56-562010-25180000-102-500731 Contracts for Program Services	<u>\$ 7,916.67</u>
Total	\$23,750.00

EXPLANATION

The Department is requesting this be a **sole source** amendment due to the fact that the attorneys with Federal Education Group PLLC have extensive practical experience delivering professional development about federal requirements and providing technical assistance and counseling on compliance related issues. Federal rules can be very challenging to navigate in K-12 federal education programs. The Department has worked with the Federal Education Group PLLC on other projects that were funded through the Council of Chief State School Officers and they have provided exceptional service.


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 20, 2019
Page 2 of 2

A relevant example includes the Department's work with the Federal Education Group in 2018 when they provided technical assistance and counsel on monitoring protocols for Title I, Part A of the Every Student Succeeds Act. This section of law, along with Title II and III were cited in a fiscal review by the U.S. Department of Education which stated that the NH Department of Education was not in compliance with the law in this area.

This contract will provide the support necessary to allow the Department to continue its efforts to improve its monitoring protocols, documents and resources for local education agencies.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:hg:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Federal Education Group, PLLC, Washington, DC, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Commissioner of Education on February 28, 2019 hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to August 31, 2019
2. Amend Section 1.8 by increasing the price limitation from \$9,500.00 to \$33,250.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. This amendment shall commence July 1, 2019, upon Governor and Council approval, and shall terminate on August 31, 2019.

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] 5.2.19
Commissioner of Education Date

Federal Education Group, PLLC
Name of Corporation (Contractor)

By: [Signature] 5/10/19
Sheara Krvaric, Partner Date

STATE OF Maryland

County of Montgomery

On this the 10th day of May, 2019 before me, Enrique Luna, the undersigned
Notary Public/Justice of the Peace
officer, personally appeared Sheara Krvaric known to me (or satisfactory proven) to be the person whose name is
Notary Public/Justice of the Peace
subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

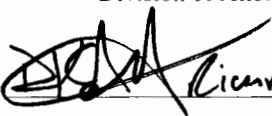
[Signature]
Notary Public/Justice of the Peace

08/04/2019
Commission Expires

Enrique Luna, Notary Public
Montgomery County, Bethesda, Maryland
My Commission Expires Aug. 04, 2019

Approved as to form, substance and execution by the Attorney General this 29 day of MAY, 2019.

Division of Attorney General Office

By:  RICARDO V. SANA

Approved by the Governor and Council this _____ day of _____, 2019

By: _____

EXHIBIT A-1
SCOPE OF SERVICES

Federal Education Group, PLLC will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval for the period July 1, 2019 through August 31, 2019:

- Review documents provided by NHDOE related to local-level ESSA spending
- Analyze spending scenarios proposed by NHDOE's local educational agencies (LEAs)
- Participate in a call with NHDOE staff to discuss spending scenarios
- Participate in onsite meetings to discuss allowable uses of ESSA funds at the local level, with a focus on Title I and Title IV spending (and related) rules
- Participate in a follow-up call with NHDOE after the onsite meeting if needed
- Develop draft instruments NHDOE can customize and use to monitor local implementation of the Title II, Part A; Title III, Part A; and Title IV, Part A programs
- Review NHDOE's fiscal risk assessment process and advise on how, if necessary, the assessment could be adjusted to inform program monitoring for the major Elementary and Secondary Education Act programs

**EXHIBIT B-1
BUDGET**

Budget (through August 31, 2019)

Professional services (flat fee rate of \$23,750.00 for services, including expenses)

Limitation on Price: In no case shall the contract exceed the price limitation of \$23,750.00.

Funding Source: Funding is available in the accounts titled Title II-A Prof Develop, Title III English Learners, and Title IV-A 21st Century Student as follows:

	<u>FY 19</u>
06-56-56-562010-25100000-102-500731 Contracts for Program Services	\$ 7,916.66
06-56-56-562010-25160000-102-500731 Contracts for Program Services	\$ 7,916.67
06-56-56-562010-25180000-102-500731 Contracts for Program Services	<u>\$ 7,916.67</u>
Total	\$23,750.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Heather Gage
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

CERTIFICATE OF AUTHORITY

(Partnership)

I, Melissa Junge, as a Partner of my Business, Federal Education Group, PLLC certify that Sheara Krvaric is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Federal Education Group, PLLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Partner of the Business this 10 day of

May, 2019.

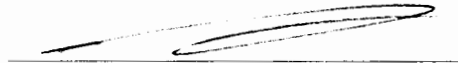

Partner

STATE OF Maryland
COUNTY OF Montgomery

On this the 10th day of May, 2019, before me, Enrique Luna the

undersigned Officer, personally appeared Melissa Junge, who acknowledged herself to be the Partner of Federal Education Group, PLLC a Business, and that she, as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission expires: 08/04/2019

Enrique Luna, Notary Public
Montgomery County, Bethesda, Maryland
My Commission Expires Aug. 04, 2019

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEDERAL EDUCATION GROUP PLLC is a District Of Columbia Professional Limited Liability Company registered to transact business in New Hampshire on January 29, 2019. 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: **811647**

Certificate Number: **0004510785**



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 May A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

TLARSON

DATE (MM/DD/YYYY)

5/6/2019

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 Brunswick Insurance Agency, Inc. 5309 Transportation Blvd Cleveland, OH 44125	CONTACT NAME:	
	PHONE (A/C, No, Ext): (330) 864-8800	FAX (A/C, No): (330) 864-8661
INSURED Federal Education Group, PLLC	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Casualty Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured, as required by written contract, pursuant to the terms and conditions of the policies, but solely in regard to the goods and/or services provided by the Named Insured.

CERTIFICATE HOLDER New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Sheara Krvaric

1455 Pennsylvania Ave., NW, Suite 400 • Washington, DC 20004 • (202) 731-0699 • SLK@fededgroup.com

PROFESSIONAL EXPERIENCE

Federal Education Group, PLLC, Washington, DC.
Attorney and Founding Partner

2009-Present

- Founding member of law and consulting firm that helps education organizations understand U.S. Department of Education K-12 grants to maximize resources, streamline operations, and reduce administrative burdens.
- Practice areas and representative projects available at: <http://www.fededgroup.com>.

Office of the Attorney General for the District of Columbia, Washington, DC.
Assistant Attorney General, Office of the General Counsel, Office of the State Superintendent of Education

2008-2009

- Advised newly created state educational agency on requirements under the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Act (Perkins), and related federal laws.
- Reviewed grant-related processes and developed recommendations for improvement.

Brustein & Manasevit, Washington, DC.
Associate

2003-2008

- Counseled state and local educational agencies, charter schools, and other clients on compliance with ESEA, IDEA, Perkins, the Workforce Investment Act, the Higher Education Act, and other federal programs.
- Advised on federal rules governing the management and administration of federal education grants.
- Assisted clients to develop and implement improvements in federal education program delivery and federal funds management.
- Conducted workshops and other presentations for state departments of education, local school districts, charter schools and non-profit organizations on federal education programs and grant management.
- Defended clients against adverse audit and other federal enforcement actions.
- Managed large-scale projects and supervised other associates within the firm.

Internal Revenue Service, Office of the Chief Counsel, Washington, DC.
General Attorney (Tax)

2001-2003

- Advised the IRS and the U.S. Department of Justice on bankruptcy and tax collection matters.

PUBLICATIONS

Recent Papers and Toolkits

Support for Rapid School Improvement: How Federal Dollars Can Be Leveraged for Systematic Improvement (Center on School Turnaround, WestEd, June 2018; with co-author Melissa Junge)

A Guide to State Educational Agency Oversight Responsibilities under ESSA: The Role of the State in the Local Implementation of ESSA Programs (Council of Chief State School Officers, March 2017; with co-author Melissa Junge)

Developing Effective Guidance: A Handbook for State Educational Agencies (Council of Chief State School Officers, January 2017; with co-author Melissa Junge)

Guide for ESSA Implementation: State Considerations for Effective Grant Programs (Council of Chief State School Officers, November 2016; with co-author Melissa Junge)

Maximizing ESSA Formula Funds for Students: State Readiness Self-Assessment (Council of Chief State School Officers, April 2016; with co-author Melissa Junge)

Using Federal Education Formula Funds for School Turnaround Initiatives: Opportunities for State Education Agencies (Center on School Turnaround, WestEd, March 2016; with co-author Melissa Junge)

Managing the Law in Education: Strategies for Education Leaders and the Organizations That Support Them (American Enterprise Institute, October 2014; with co-author Melissa Junge)

Maximizing Federal Education Funds for Student Achievement: A Toolkit for States Seeking to Enhance Flexibility and Reduce Burden (Council of Chief State School Officers, November 2013; with co-author Melissa Junge)

The Money You Don't Know You Have for School Turnaround: Maximizing the Title I Schoolwide Model (Mass Insight Education, July 2013; with co-author Melissa Junge)

How the Supplement-Not-Supplant Requirement Can Work Against the Policy Goals of Title I: A Case for Using Title I, Part A Funds More Effectively and Efficiently (Center for American Progress and American Enterprise Institute, March 2012; with co-author Melissa Junge)

Federal Compliance Works against Education Policy Goals (American Enterprise Institute, July 2011; with co-author Melissa Junge)

Books

Managing Title I and Other State-Administered Grants: 5 Core Principles for Compliance (LRP Publications, June 2010; with co-author Melissa Junge)

Federal Education Grants Management, What Administrators Need to Know (Thompson Publishing, August 2006; revised September 2007; with co-authors Melissa Junge and Kristen Tosh Cowan)

Tech-Prep Guide to Perkins IV (CORD Communications, 2007; with co-author Michael Brustein)

Articles and Presentations

Additional materials are available at <http://www.fededgroup.com/Resources.html>

EDUCATION AND PROFESSIONAL LICENSES

Santa Clara University School of Law, Santa Clara, CA
Juris Doctorate, *Cum Laude* with International Law Certificate, May 2000
Santa Clara Law Review Ethics Editor
Awards & Scholarships: Emery Merit Scholarship; Dean's List

University of Maryland, College Park, MD
Bachelor of Arts, May 1997

Bar and Court Admissions: California (inactive), District of Columbia, U.S. Tax Court, U.S. Supreme Court

Melissa Clarry Junge

1455 Pennsylvania Ave., NW, Suite 400 • Washington, DC 20006 • (202) 731-1241 • MCJ@fededgroup.com

PROFESSIONAL EXPERIENCE

Federal Education Group, PLLC, Washington, DC.
Attorney and Founding Partner

2009-Present

- Founding member of law and consulting firm that helps education organizations comply with federal requirements, maximize funding sources, streamline operations, and reduce administrative burdens.
- Practice areas and representative projects available at: <http://www.fededgroup.com>.

Office of the Attorney General for the District of Columbia, Washington, DC.
Assistant Attorney General, Office of the General Counsel, Office of State Superintendent of Education

2008-2009

- Advised newly created State Educational Agency (SEA) for the District of Columbia on compliance with federal requirements such as the No Child Left Behind Act (NCLB), OMB Circulars, Education Department General Administrative Regulations, and the General Education Provisions Act.
- Counseled client regarding federal compliance requirements, strategies to improve federal grants management processes, and risk management.
- Provided trainings and technical assistance to client and DC Local Educational Agencies (charter schools and DC Public Schools) on federal programmatic and fiscal requirements.

Brustein & Manasevit, Washington, DC.
Partnership offered, 2007
Senior Counsel, 2004-2008
Associate Attorney, 1998-2004

1998-2008

- Advised state departments of education, school districts, education management companies, and charter schools on federal education policy and compliance with programmatic and fiscal requirements attached to receipt of federal education funds.
- Developed and implemented improvement strategies for clients through long-range strategic and compliance planning, risk assessment, systems evaluation, development of internal controls, development of evaluation and monitoring procedures, risk management, training of personnel, and organizational reform.
- Represented clients in administrative proceedings before the U.S. Department of Education.

U.S. Department of Labor, Washington, DC.
Attorney-Advisor to the Honorable Jeffrey Tureck, Administrative Law Judge

1996-1998

- Drafted decisions for judge and communicated with parties concerning pending matters.

PUBLICATIONS

Papers

Support for Rapid School Improvement: How Federal Dollars Can Be Leveraged for Systematic Improvement (Center on School Turnaround, WestEd, June 2018; with co-author Sheara Krvaric)

A Guide to State Educational Agency Oversight Responsibilities under ESSA: The Role of the State in the Local Implementation of ESSA Programs (Council of Chief State School Officers, March 2017; with co-author Sheara Krvaric)

Developing Effective Guidance: A Handbook for State Educational Agencies (Council of Chief State School Officers, January 2017; with co-author Sheara Krvaric)

Guide for ESSA Implementation: State Considerations for Effective Grant Programs (Council of Chief State School Officers, November 2016; with co-author Sheara Krvaric)

Maximizing ESSA Formula Funds for Students: State Readiness Self-Assessment (Council of Chief State School Officers, April 2016; with co-author Sheara Krvaric)

Using Federal Education Formula Funds for School Turnaround Initiatives: Opportunities for State Education Agencies (Center on School Turnaround, WestEd, March 2016; with co-author Sheara Krvaric)

Managing the Law in Education: Strategies for Education Leaders and the Organizations That Support Them Paper (American Enterprise Institute, October 2014; with co-author Sheara Krvaric);

Maximizing Federal Education Funds for Student Achievement: A Toolkit for States Seeking to Enhance Flexibility and Reduce Burden (Council of Chief State School Officers, November 2013; with co-author Sheara Krvaric)

The Money You Don't Know You Have for School Turnaround: Maximizing the Title I Schoolwide Model (Mass Insight Education, July 2013; with co-author Sheara Krvaric)

How the Supplement-Not-Supplant Requirement Can Work Against the Policy Goals of Title I: A Case for Using Title I, Part A Funds More Effectively and Efficiently (paper commissioned by the Center for American Progress and the American Enterprise Institute, March 2012; with co-author Sheara Krvaric)

Federal Compliance Works against Education Policy Goals (Education Outlook Series, American Enterprise Institute, July 2011; with co-author Sheara Krvaric)

Books

Managing Title I and Other State-Administered Grants: 5 Core Principles for Compliance (LRP Publications, June 2010 – co-author Sheara Krvaric)

Federal Education Grants Management, What Administrators Need to Know (Thompson Publishing, August 2006; revised September 2007 – co-authors Sheara Krvaric and Kristen Tosh Cowan)

The Charter School Guide to Federal Funds and Legal Responsibilities: A Roadmap to Federal Resources and Requirements (2002 – co-authors Kristen Tosh Cowan and Leigh Manasevit)

Articles and Presentations

Additional materials are available at <http://www.fededgroup.com/Resources.html>

EDUCATION AND PROFESSIONAL LICENSES

American University, Washington College of Law, Washington, DC.

J.D., May 1996

American University Law Review, 1994-96; Associate Editor, 1995-96

Kenyon College, Gambier, OH.

B.A. in History, *magna cum laude*, 1993

Phi Beta Kappa; High Honors in History

Bar Admissions: Maryland; District of Columbia

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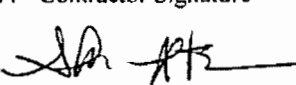

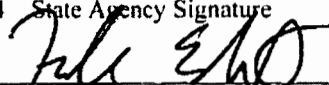
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Federal Education Group, PLLC		1.4 Contractor Address 1455 Pennsylvania Ave., NW, Suite 400, Washington, DC 20004	
1.5 Contractor Phone Number 202-349-1439	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$9,500.00
1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Learner Support		1.10 State Agency Telephone Number 271-5992	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sheara Krvaric, Partner	
1.13 Acknowledgement: State of <u>Montgomery</u> County of <u>Montgomery</u> On <u>02/22/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Enrique Luna, Notary Public Montgomery County, Bethesda, Maryland My Commission Expires Aug. 04, 2019 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Enrique Luna, Notary Public			
1.14 State Agency Signature  Date: <u>2-28-19</u>		1.15 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

Federal Education Group, PLLC will provide the following services to the New Hampshire Department of Education effective upon Commissioner of Education approval through June 30, 2019:

- Review documents provided by NHDOE related to local-level ESSA spending
- Analyze spending scenarios proposed by NHDOE's local educational agencies (LEAs)
- Participate in a Pre-onsite meeting call with NHDOE staff to discuss spending scenarios
- Participate in onsite meetings to discuss allowable uses of ESSA funds at the local level, with a focus on Title I and Title IV spending (and related) rules
- Participate in a follow-up call with NHDOE after the onsite meeting if needed

**EXHIBIT B
BUDGET**

Budget (through June 30, 2019)

Professional services (flat fee rate of \$9,500.00 for services, including expenses)

Limitation on Price: In no case shall the contract exceed the price limitation of \$9,500.00.

Funding Source: Funding for this contract is 100% Federal Funds from the accounts titled Compensatory Education, Title IV-A 21st Century Student, Bilingual Education, and Title II Prof Develop as follows:

		FY 19
06-56-56-562010-25090000-102-500731	Contracts for Program Services	\$3,562.50
06-56-56-562010-25180000-102-500731	Contracts for Program Services	\$3,562.50
06-56-56-562010-25160000-102-500731	Contracts for Program Services	\$1,187.50
06-56-56-562010-25100000-102-500731	Contracts for Program Services	\$1,187.50
	Total	\$9,500.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices and reports shall be submitted to:

Heather Gage
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

Contractor is exempt from providing 15. Workers' Compensation insurance as a two member firm with no employees.

EXHIBIT D**Contractor Obligations**

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials: AK
Date: 2/22/19

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.

Contractor Initials ME
Date 2/22/19

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

Contractor Initials: ML
Date: 2/22/19

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials *MAK*
Date *2/22/19*

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials AK
Date 2/22/19

State of New Hampshire

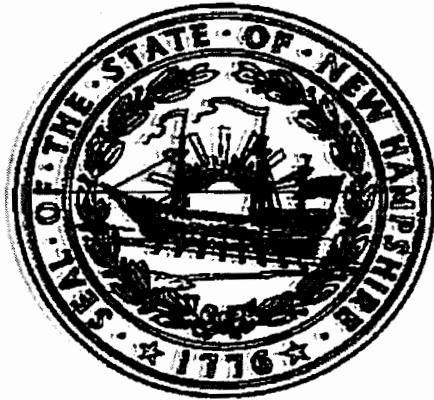
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEDERAL EDUCATION GROUP PLLC is a District Of Columbia Professional Limited Liability Company registered to transact business in New Hampshire on January 29, 2019. 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: 811647

Certificate Number: 0004395855



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Partnership)

I, Melissa Junge, as a Partner of my Business, Federal Education Group, PLLC certify that Sheara Krvaric is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Federal Education Group, PLLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Partner of the Business this 22 day of

February 2019.


Partner

STATE OF Maryland
COUNTY OF Montgomery

On this the 22nd day of February, 2019, before me, Enrique Luna the undersigned Officer, personally appeared Melissa Junge, who acknowledged herself to be the Partner of Federal Education Group, PLLC a Business, and that she, as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission expires: 08/04/2019

Enrique Luna, Notary Public
Montgomery County, Bethesda, Maryland
My Commission Expires Aug. 04, 2019

Sheara Krvaric

1455 Pennsylvania Ave., NW, Suite 400 • Washington, DC 20004 • (202) 731-0699 • SLK@fededgroup.com

PROFESSIONAL EXPERIENCE

Federal Education Group, PLLC, Washington, DC.
Attorney and Founding Partner

2009-Present

- Founding member of law and consulting firm that helps education organizations understand U.S. Department of Education K-12 grants to maximize resources, streamline operations, and reduce administrative burdens.
- Practice areas and representative projects available at: <http://www.fededgroup.com>.

Office of the Attorney General for the District of Columbia, Washington, DC.

2008-2009

Assistant Attorney General, Office of the General Counsel, Office of the State Superintendent of Education

- Advised newly created state educational agency on requirements under the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Act (Perkins), and related federal laws.
- Reviewed grant-related processes and developed recommendations for improvement.

Brustein & Manasevit, Washington, DC.
Associate

2003-2008

- Counseled state and local educational agencies, charter schools, and other clients on compliance with ESEA, IDEA, Perkins, the Workforce Investment Act, the Higher Education Act, and other federal programs.
- Advised on federal rules governing the management and administration of federal education grants.
- Assisted clients to develop and implement improvements in federal education program delivery and federal funds management.
- Conducted workshops and other presentations for state departments of education, local school districts, charter schools and non-profit organizations on federal education programs and grant management.
- Defended clients against adverse audit and other federal enforcement actions.
- Managed large-scale projects and supervised other associates within the firm.

Internal Revenue Service, Office of the Chief Counsel, Washington, DC.
General Attorney (Tax)

2001-2003

- Advised the IRS and the U.S. Department of Justice on bankruptcy and tax collection matters.

PUBLICATIONS

Recent Papers and Toolkits

Support for Rapid School Improvement: How Federal Dollars Can Be Leveraged for Systematic Improvement (Center on School Turnaround, WestEd, June 2018; with co-author Melissa Junge)

A Guide to State Educational Agency Oversight Responsibilities under ESSA: The Role of the State in the Local Implementation of ESSA Programs (Council of Chief State School Officers, March 2017; with co-author Melissa Junge)

Developing Effective Guidance: A Handbook for State Educational Agencies (Council of Chief State School Officers, January 2017; with co-author Melissa Junge)

Guide for ESSA Implementation: State Considerations for Effective Grant Programs (Council of Chief State School Officers, November 2016; with co-author Melissa Junge)

Maximizing ESSA Formula Funds for Students: State Readiness Self-Assessment (Council of Chief State School Officers, April 2016; with co-author Melissa Junge)

Using Federal Education Formula Funds for School Turnaround Initiatives: Opportunities for State Education Agencies (Center on School Turnaround, WestEd, March 2016; with co-author Melissa Junge)

Managing the Law in Education: Strategies for Education Leaders and the Organizations That Support Them (American Enterprise Institute, October 2014; with co-author Melissa Junge)

Maximizing Federal Education Funds for Student Achievement: A Toolkit for States Seeking to Enhance Flexibility and Reduce Burden (Council of Chief State School Officers, November 2013; with co-author Melissa Junge)

The Money You Don't Know You Have for School Turnaround: Maximizing the Title I Schoolwide Model (Mass Insight Education, July 2013; with co-author Melissa Junge)

How the Supplement-Not-Supplant Requirement Can Work Against the Policy Goals of Title I: A Case for Using Title I, Part A Funds More Effectively and Efficiently (Center for American Progress and American Enterprise Institute, March 2012; with co-author Melissa Junge)

Federal Compliance Works against Education Policy Goals (American Enterprise Institute, July 2011; with co-author Melissa Junge)

Books

Managing Title I and Other State-Administered Grants: 5 Core Principles for Compliance (LRP Publications, June 2010; with co-author Melissa Junge)

Federal Education Grants Management, What Administrators Need to Know (Thompson Publishing, August 2006; revised September 2007; with co-authors Melissa Junge and Kristen Tosh Cowan)

Tech-Prep Guide to Perkins IV (CORD Communications, 2007; with co-author Michael Brustein)

Articles and Presentations

Additional materials are available at <http://www.fededgroup.com/Resources.html>

EDUCATION AND PROFESSIONAL LICENSES

Santa Clara University School of Law, Santa Clara, CA
Juris Doctorate, *Cum Laude* with International Law Certificate, May 2000
Santa Clara Law Review Ethics Editor
Awards & Scholarships: Emery Merit Scholarship; Dean's List

University of Maryland, College Park, MD
Bachelor of Arts, May 1997

Bar and Court Admissions: California (inactive), District of Columbia, U.S. Tax Court, U.S. Supreme Court

Melissa Clarry Junge

1455 Pennsylvania Ave., NW, Suite 400 • Washington, DC 20006 • (202) 731-1241 • MCJ@fededgroup.com

PROFESSIONAL EXPERIENCE

Federal Education Group, PLLC, Washington, DC.
Attorney and Founding Partner

2009-Present

- Founding member of law and consulting firm that helps education organizations comply with federal requirements, maximize funding sources, streamline operations, and reduce administrative burdens.
- Practice areas and representative projects available at: <http://www.fededgroup.com>.

Office of the Attorney General for the District of Columbia, Washington, DC.
Assistant Attorney General, Office of the General Counsel, Office of State Superintendent of Education

2008-2009

- Advised newly created State Educational Agency (SEA) for the District of Columbia on compliance with federal requirements such as the No Child Left Behind Act (NCLB), OMB Circulars, Education Department General Administrative Regulations, and the General Education Provisions Act.
- Counseled client regarding federal compliance requirements, strategies to improve federal grants management processes, and risk management.
- Provided trainings and technical assistance to client and DC Local Educational Agencies (charter schools and DC Public Schools) on federal programmatic and fiscal requirements.

Brustein & Manasevit, Washington, DC.
Partnership offered, 2007
Senior Counsel, 2004-2008
Associate Attorney, 1998-2004

1998-2008

- Advised state departments of education, school districts, education management companies, and charter schools on federal education policy and compliance with programmatic and fiscal requirements attached to receipt of federal education funds.
- Developed and implemented improvement strategies for clients through long-range strategic and compliance planning, risk assessment, systems evaluation, development of internal controls, development of evaluation and monitoring procedures, risk management, training of personnel, and organizational reform.
- Represented clients in administrative proceedings before the U.S. Department of Education.

U.S. Department of Labor, Washington, DC.
Attorney-Advisor to the Honorable Jeffrey Tureck, Administrative Law Judge

1996-1998

- Drafted decisions for judge and communicated with parties concerning pending matters.

PUBLICATIONS

Papers

Support for Rapid School Improvement: How Federal Dollars Can Be Leveraged for Systematic Improvement (Center on School Turnaround, WestEd, June 2018; with co-author Sheara Krvaric)

A Guide to State Educational Agency Oversight Responsibilities under ESSA: The Role of the State in the Local Implementation of ESSA Programs (Council of Chief State School Officers, March 2017; with co-author Sheara Krvaric)

Developing Effective Guidance: A Handbook for State Educational Agencies (Council of Chief State School Officers, January 2017; with co-author Sheara Krvaric)

Guide for ESSA Implementation: State Considerations for Effective Grant Programs (Council of Chief State School Officers, November 2016; with co-author Sheara Krvaric)

Maximizing ESSA Formula Funds for Students: State Readiness Self-Assessment (Council of Chief State School Officers, April 2016; with co-author Sheara Krvaric)

Using Federal Education Formula Funds for School Turnaround Initiatives: Opportunities for State Education Agencies (Center on School Turnaround, WestEd, March 2016; with co-author Sheara Krvaric)

Managing the Law in Education: Strategies for Education Leaders and the Organizations That Support Them Paper (American Enterprise Institute, October 2014; with co-author Sheara Krvaric);

Maximizing Federal Education Funds for Student Achievement: A Toolkit for States Seeking to Enhance Flexibility and Reduce Burden (Council of Chief State School Officers, November 2013; with co-author Sheara Krvaric)

The Money You Don't Know You Have for School Turnaround: Maximizing the Title I Schoolwide Model (Mass Insight Education, July 2013; with co-author Sheara Krvaric)

How the Supplement-Not-Supplant Requirement Can Work Against the Policy Goals of Title I: A Case for Using Title I, Part A Funds More Effectively and Efficiently (paper commissioned by the Center for American Progress and the American Enterprise Institute, March 2012; with co-author Sheara Krvaric)

Federal Compliance Works against Education Policy Goals (Education Outlook Series, American Enterprise Institute, July 2011; with co-author Sheara Krvaric)

Books

Managing Title I and Other State-Administered Grants: 5 Core Principles for Compliance (LRP Publications, June 2010 – co-author Sheara Krvaric)

Federal Education Grants Management, What Administrators Need to Know (Thompson Publishing, August 2006; revised September 2007 – co-authors Sheara Krvaric and Kristen Tosh Cowan)

The Charter School Guide to Federal Funds and Legal Responsibilities: A Roadmap to Federal Resources and Requirements (2002 – co-authors Kristen Tosh Cowan and Leigh Manasevit)

Articles and Presentations

Additional materials are available at <http://www.fededgroup.com/Resources.html>

EDUCATION AND PROFESSIONAL LICENSES

American University, Washington College of Law, Washington, DC.
J.D., May 1996
American University Law Review, 1994-96; Associate Editor, 1995-96

Kenyon College, Gambier, OH.
B.A. in History, *magna cum laude*, 1993
Phi Beta Kappa; High Honors in History

Bar Admissions: Maryland; District of Columbia