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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) 271-1953

June 28, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Instructional Support, to enter into a **retroactive, sole source** contract with Nelnet Business Solutions, Inc. dba FACTS Education Solutions (Vendor Code 172988), in the amount of \$13,000.00, to provide a full day of elementary mathematics professional development for non-public school teachers, for the period of July 1, 2019 through September 30, 2019, upon Governor and Council approval. 100% Federal Funds

Funds to support this request are anticipated to be available in the account titled Title II-A Professional Development in FY 20 upon the availability and continued appropriation of funds in the future operating budget as follows:

| | |
|--|--------------|
| | <u>FY 20</u> |
| 06-56-56-562010-25100000-072-509073 Grants-Federal | \$13,000.00 |

EXPLANATION

The Department of Education is asking that the contract be **retroactive** to the July 1, 2019 date. This is due to an internal shift in responsibilities within the Bureau of Instructional Support, which resulted in a delay in processing. The need for this item to be **retroactive** is to allow the vendor time for event planning and registration prior to the August 19th or 20th event date. FACTS Education Solutions was chosen because they have already done work with the state's non-public schools and can provide the services within the requested time limit specified by the requirements of the grant program.

FACTS Education Solutions' mission is to deliver effective and sustainable training to improve the classroom. They do this by partnering with educators in schools of any and every size. Their workshops are engaging and designed to make the maximum positive impact for teachers and students. They enhance teachers' strengths and develop their skills. The lessons learned also transition quickly to the classroom to make a direct impact on the academic success of students.

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Schools across the country use their ESSA Title II funds to pay for professional development through FACTS Education. FACTS Education will work with schools to ensure that they are providing teachers with professional development that is highly customized and focused on the most important challenges facing the school.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:ng:emr

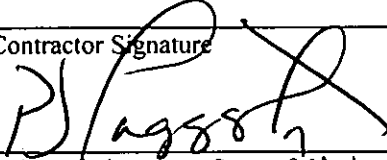
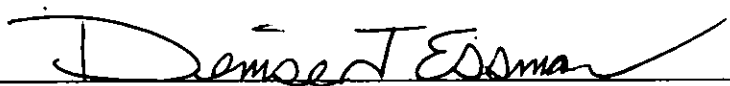
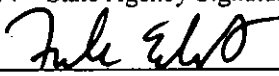
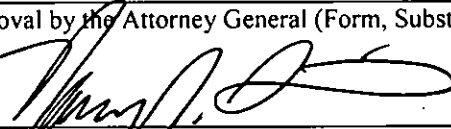
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|-------------------------------------|--|-------------------------------------|
| 1.1 State Agency Name NH Department of Education | | 1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301 | |
| 1.3 Contractor Name Nelnet Business Solutions, Inc. dba FACTS Education Solutions | | 1.4 Contractor Address 121 South 13 th Street, Lincoln, NE 68508 | |
| 1.5 Contractor Phone Number (609) 367-2856 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 9/30/2019 | 1.8 Price Limitation \$13,000.00 |
| 1.9 Contracting Officer for State Agency Nathan Greene, Administrator, Office of Academics & Professional Learning | | 1.10 State Agency Telephone Number 271-5252 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Patrick Haggarty President | |
| 1.13 Acknowledgement: State of <u>Nebraska</u> , County of <u>Lancaster</u> On <u>July 2, 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 <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> General Notary State of Nebraska DENISE J. ESSMAN My Comm. Exp. May 29, 2022. </div>  </div> [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Denise J. Essman</u> <u>Manager</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Frank Edelblut, Commissioner</u> | |
| 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: <u>7/17/2019</u> | | | |
| 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.

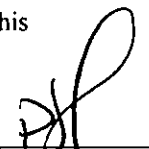
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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


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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.

Contractor Initials

Date

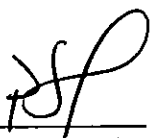

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EXHIBIT A
SCOPE OF SERVICES

Nelnet Business Solutions, Inc. dba FACTS Education Solutions will provide the following services to the New Hampshire Department of Education, for the period of July 1, 2019 through September 30, 2019, upon Governor and Council approval, which includes the event planning, the event itself, as well as the follow up evaluation. The grant funds for this event expire on September 30, 2019, so all obligations must be spent prior to that date.


Provide professional development services in the area of elementary mathematics for up to 100 non-public school teachers on either August 19 or August 20, 2019, from 8 AM to 3 PM. The event will be open to non-public school teachers at no cost to the teachers.

Provide a website registration system during the month of July for the event.

Provide an online portal for participant evaluation of the event during and after the event, but no later than September 30, 2019.

Provide event publicity, including save the date announcements and event announcements sent out during the month of July, 2019 that encourage as much participation from the state's non-public school teachers as possible.

Provide event evaluation, including participant surveys and attendance certifications after the training and prior to the September 30, 2019 deadline.


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BUDGET

Budget (through September 30, 2019)

Professional Development Services (flat fee rate of \$13,000.00)

Limitation on Price: In no case shall the total budget exceed the price limitation of \$13,000.00.

Funding Source: Funds to support this request are anticipated to be available in the account titled Title II-A Professional Development in FY 20 upon the availability and continued appropriation of funds in the future operating budget as follows:

| | |
|--|-----------------------------|
| 06-56-56-562010-25100000-072-509073 Grants-Federal | FY 20 \$13,000.00 |
|--|-----------------------------|

Method of Payment: Payment is to be made upon receipt of an invoice which is 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:

Nathaniel Greene
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Exhibit C

None

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

Date



7-2-19

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 
Date 7-2-19

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/sfillin.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 
Date 7-2-19

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.

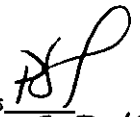
The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

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 
Date 7-2-19

State of New Hampshire

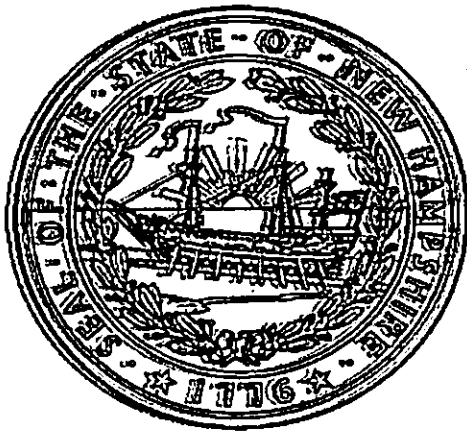
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NELNET BUSINESS SOLUTIONS, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on September 11, 1997. 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: 277519

Certificate Number: 0004532478



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Elizabeth Shelton, do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

(1) I am the duly elected clerk of FACTS Education Solution, LLC.
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 1, 2017.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Patrick Haggarty President
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 2 day of July, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 2 day of July, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

Elizabeth Shelton
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE Nebraska

COUNTY OF Lancaster

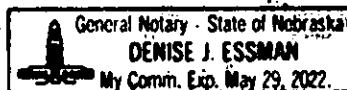
On July 2, 2019, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal:

Denise J. Essman

My commission expires on: May 29, 2022

Notary Public/Justice of the Peace





ADDITIONAL REMARKS SCHEDULE

| | | |
|-----------------------------|-----------|-----------------|
| AGENCY SilverStone Group | | |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | |
| | | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- EADO Acquisition Corporation
- Education Funding Capital I, LLC
- EFS Finance Co., LLC
- Euclid Boulder Investment, LLC
- FACTS Education Corporation
- FACTS Education Solutions, LLC
- * First National Life Insurance Company of the USA, Inc.
- 1st Source Solar 2, LLC
- FM Systems LC dba Tuition Management Systems, LLC
- FP Sacramento, LLC
- GCO Education Loan Funding Master Trust II
- GCO Education Loan Funding Trust - 1
- GCO Slims Trust - 1
- Great Lakes Educational Loan Services, Inc.
- Kearsarge NYMA MT, LLC
- LT&T Collection, LLC
- Lumberworks Lofts Acquisition Corporation
- Merchant Preservation Services, LLC
- Municipal Tax Investment, LLC
- Municipal Tax Property, LLC
- Nelnet Academic Services, LLC
- Nelnet B2B Services, LLC
- Nelnet Bank, Inc.
- Nelnet Business Solutions, Inc.
- Nelnet Captive Insurance Company, Inc.
- Nelnet Consumer Finance, Inc.
- Nelnet Diversified Solutions, LLC
- Nelnet Education Loan Funding, Inc.
- Nelnet FFELP Student Loan Warehouse-I, LLC
- Nelnet Finance Corp
- Nelnet Fund Management, LLC
- Nelnet Loan Acquisition Corporation
- Nelnet Management Corporation - 1
- Nelnet Private Education Loan Funding LLC
- Nelnet Private Student Loan Financing Corporation
- Nelnet Private Student Loan Warehouse - 1, LLC
- Nelnet Real Estate Ventures, Inc.
- Nelnet Sales, Co. LLC
- Nelnet Servicing, LLC
- Nelnet Store, LLC
- Nelnet Student Loan Funding II Management Corporation
- Nelnet Student Loan Funding II, LLC
- Nelnet Student Loan Funding III, LLC
- Nelnet Student Loan Funding Management Corporation
- Nelnet Student Loan Funding LLC
- Nelnet Student Loan Trust 2017-1
- Nelnet Student Loan Trust 2017-2
- Nelnet Student Loan Trust 2017-3
- Nelnet Student Loan Trust 2018-1
- Nelnet Student Loan Trust 2018-2
- Nelnet Student Loan Trust 2018-3
- Nelnet Student Loan Trust 2018-4
- Nelnet UNL Alliance, LLC
- Nelnet, Inc.
- NHELP-I, LLC
- NHELP-II, LLC
- NHILP-III, LLC
- NREM DFI Black, LLC
- PaymentSpring, LLC
- Peterson's Nelnet, LLC
- Propetr, LLC
- Rally Workspace, LLC
- Studiocode, LLC
- Wachovia Education Loan Funding, LLC
- Whitetail Rock Capital Management, LLC
- Whitetail Rock Fund Management, LLC
- Whitetail Rock SLAB Fund, LLC
- Whitetail Rock SLAB Fund II, LLC



ADDITIONAL REMARKS SCHEDULE

| | | | |
|-----------------------------|-----------|---|--|
| AGENCY SilverStone Group | | NAMED INSURED Nelnet, Inc. (See additional Named Insureds) | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Whitetail Rock SLAB Fund III, LLC
 Whitetail Rock SLAB Fund IV, LLC
 Whitetail Rock SLAB Fund V, LLC
 GreatNet Solutions, Inc.
 NGWeb Solutions, Inc.
 Invite Education, LLC
 BenefitEd, LLC

MARC HOBAN

SUMMARY:

- Accomplished sales & operations executive, leader and strategist. Broad range of management skills with operational expertise in strategic sales planning, business development, process design, and financial management in the education industry.
- Specialties: Federal Title I programs, Special Education, Remedial Math & Reading, After School Programs, Professional Development, Early Childhood, Alternative Education
- Excellent rapport with Superintendents, Business Managers, Curriculum Directors, Principals and Teachers

PROFESSIONAL EXPERIENCE:

FACTS Educational Services
Regional Vice President

Lincoln, Nebraska
October 2018-Present

- Responsible for strategic sales throughout the region.
- Works with educators to develop successful school intervention and professional development programs that raise student achievement, and increase the effectiveness, and capacity of teachers and school leaders.
- Deep content knowledge of ESSA Federal Guidance collaborating with both public school districts and non-public schools.

Catapult Learning
Regional Vice President

Camden, New Jersey
January 2011-May 2018

- Direct all operations, services, P&L and budgeting for 80+ schools.
- Consulted with Public School District and Non Public Schools to develop and implement programs, utilizing federal title funding, federal IDEA, in addition to state and local funding.
- Assisted with the development and sales of summer school program nationwide.

Evans Newton Incorporated
Regional Sales Manager

Scottsdale, Arizona
January 2006-September 2008

- Consulted with districts to help raise student achievement in accordance with their AYP goals
- Alignment services and curriculum development to assist districts in addressing all learning standards
- Provided software and professional development for data driven instruction

Paxton/Patterson
Senior Educational Consultant/Sales Manager

Marlton, New Jersey
December 1989-October 2006

- > Consultation with Superintendents, County Coordinators, Department Heads, Principals and
- > Assisted with operations, marketing and product development on a national level
- > Managed #1 sales office during tenure

EDUCATION:

Rowan University
Glassboro, New Jersey
BS in Business Management

Dale Carnegie Sales Training
Participated as program mentor after course graduation

PROFESSIONAL AFFILIATIONS:

NJ Department of Education - Non-Public School Advisory Board Committee
NJ Chamber of Commerce

Sheldon James Erickson

| | | | | |
|-------------------|--------------------|---------------|-------------|---|
| Education: | <u>Institution</u> | <u>Degree</u> | <u>Year</u> | <u>Major/Minors</u> |
| | Trinity College | BA | 76 | Elem. Ed./Math, Science |
| | Pacific College | MA | 84 | Curriculum Development Math/Science Emphasis |

| | | | |
|--------------------|----------------------------|---|--------------|
| Experience: | <u>School</u> | <u>Assignment</u> | <u>Years</u> |
| | Turlock Christian School | 6-10 Math/Science | 1976-1978 |
| | Plainsburg Unified | 3rd/4th self-contained | 1978-1979 |
| | Turlock Christian School | Jr. High Math/Science | 1980-1983 |
| | Fresno Unified (Computech) | Science/Technology/ Engineering/Math | 1983-2016 |
| | AIMS Education Foundation | Develop Curriculum and PD | 1986-2019 |

Professional Activities and Recognitions:

Research Fellow for the AIMS Foundation: provide leadership, develop curriculum and instruction in a national project for the integration of math and science. (1986-2014)

National AIMS Trainer: train teacher in a national project for the integration of math and science. (1986-2018)

Palm Education Training Coordinator: Received specialist training and served as a resource for district in handheld application. (2002 - 2004)

Middle School Demonstration Grant: Grant coordinator for state funded math instruction grant at site. (1999 - 2002)

Toyota TIME Grant: Team Lead, *Project M-TV*, integrating digital imaging technology and math instruction. (1998 - 2000)

Recipient of Hewlett Packard grant for "Graphing Calculators in Mathematics" (1996)

Leadership Chairman SB 1274 School Restructuring: Have guided the change effort at the school site as a teacher leader over a 5 year period. (1992-1998)

Math Demonstration Coach: Advised, consulted, and facilitated the math faculty of a local middle school. (Sequoia Middle School, 1992-1995)

Mentor Teacher or Lead Teacher: math, science, and technology; Fresno Unified School District (1986-2004)

Christa McAuliffe Fellow: Grant to developed integrated math activities for middle school. (1990)

Developed math elective course "Engineering Concepts": Recognized by *The American School Board Journal* in 1988. Integrates math, science, and technology in a hands-on setting

Development of "Math Projects": An activity based curriculum that allows students to enhance their mathematical understanding and apply it to a variety of hands-on applications.

Author: Co-author of consumer math book for high school students (HBJ ©1989).

Other Activities Related to My Role as a Teacher:

- Instructor for *Camp Esteem*: Outdoor Education for at-risk students. (1987,1988)
- Activity Director: Develop, organize, and coordinate student activities. (1984-1989)
- Outdoor Club Sponsor: Organize activities and instruct students in outdoor activities. (1984-1987)
- Ski Club Sponsor: Organize local and out-of-state down-hill ski trips for students. (1980-1997)
- Coaching: Soccer (5 yrs.), Wrestling (9 yrs.), Track (1 yr.), Golf (2 yrs.)

Short Bios: *Selection A*

Sheldon Erickson taught third through tenth grade students for 40 years. He loves working with middle school students because they are so zany yet they still get excited when they learn something new. Sheldon strongly believes that all middle school students can learn math well, even algebra, if they see its purpose and recognize the patterns that make it work. Sheldon spreads this message by developing curriculum that actively engages students and shares those ideas at conferences and workshops for teachers across the country.

Selection B

Sheldon Erickson taught third through tenth grade students for 40 years. He has worked with the AIMS Education Foundation for 35 years developing engaging tasks to develop student understanding. He has trained teachers across the country in techniques for improving student learning. In retirement he hopes to share with teachers the tasks and teaching skills he has honed through classroom experience.

TIFFANY WILBUR

twilbur@factsmgt.com

| | | |
|-------------------------------------|--|---|
| Professional Experience | Professional Development Operations Federal Programs Operations FACTS Education Solutions Lincoln, Nebraska | 02/2017 – Present 06/2016 – 12/201 |
| | Director of Custom Learning Solutions StormWind Studios Scottsdale, Arizona | 02/2011 – 06/2016 |
| | Vice President of Operations K-12 21st Century Learning, a Division of Catapult Learning Scottsdale, Arizona | 11/2005 – 11/2011 |
| | Project Manager: McGraw Hill Online Higher Education Aislin, LLC Scottsdale, Arizona | 01/2005 – 11/2005 |
| | Curriculum and Content Specialist K-12 Pearson Digital Learning Mesa, Arizona | 05/2003 – 01/2005 |
| Education | Elementary Education K-8 | Bachelor of Science, <i>magna cum laude</i> |
| | Special Education K-12, Mental Handicaps Northern Arizona University | Bachelor of Science, <i>magna cum laude</i> |
| Organizations and Activities | President: Pi Beta Phi Women's Fraternity Vice President of Academics: Pi Beta Phi National Dean's List and Dean's List Order of Omega Academic Honor Society Golden Key Honor Society Kappa Delta Pi Education Honor Society LUX Academic Honor Society Arizona Alumnae: Pi Beta Phi Women's Fraternity Arizona Education Association A+ School Committee and Application Team Hendricks' Elementary School: K-6 New Site Committee New Teacher Induction: Professional Development Committee Effective Elements of Instruction (EEI) Committee Educational Immersion/Leadership Coordinator University of Arizona/APEX Immersion Program Creator/Coordinator | |

NANCI N. SMITH, Ph.D.

Profile

As an experienced consultant, professional developer, and educator, I am passionate about reaching and teaching all students through excellent quality and rigorous curriculum and instruction. I am highly organized, resourceful, take initiative and work well as a team leader and team player. I bring my interpersonal skills and deep understanding of curriculum design and pedagogy in creating effective professional development, curriculum development and coaching for teachers, administrators, coaches and curriculum designers. My experience enables me to be flexible in approach, meeting the needs of the teacher, group, or district. I seek to bring out excellence in others as I continue to stretch and grow professionally.

Objectives

- To lead and support innovative mathematics initiatives
- To design effective professional development
- To lead and enable the crafting of engaging and rigorous curriculum
- To foster and develop high performing teachers and teacher-leaders
- To teach mathematics while developing deep understandings of the content and a love for math

Professional Qualifications

- Author of five books on mathematics, curriculum and instruction, and mathematics coaching
- Development of mathematics curriculum including several K-12 programs aligned to current standards and state initiatives as well as single secondary course curriculum in all core contents
- Experience in coaching and training teachers and teacher-leaders
- Involvement with small, large, urban, suburban and rural districts; all levels of socio-economics, from affluent to generational poverty, including working in 45 states and nine countries
- Use of innovative technology for the delivery of professional development such as national webinars and design of integrated video/research/assessment/lesson CDs

Professional Experience

Effective Classrooms Educational Consulting, LLC

2002 – present, President and Consultant

Professional development: instruction and pedagogy, assessment, coaching, and curriculum design.

Presentations: national and international conferences. Other: proposals, budgets, district needs assessments and reviews, supervision of two part-time consultants

Corwin

2018 – present

Mathematics consultant and Visible Learning for Mathematics cohort member.

Design and conduct professional development for districts, and deliver Visible Learning for Mathematics workshops.

Solution Tree

2014 – present

Senior Associate, Mathematics at Work cadre and Unstoppable Learning cadre.

Designed and conducted professional development, coaching and mentoring for a wide range of districts and school sites.

ASCD

2000 – present

Faculty member, Differentiated Instruction cadre, Understanding by Design cadre, Common Core, author, creator and facilitator of Mathematics Virtual Learning Community (Gates Funded Grant) and designer and consultant for Meaningful Mathematics DVD series.
keynote speaker and presenter at national and international conferences: Designed and conducted professional development, coaching, and mentoring for numerous districts on various topics for both administrators and teachers

Researcher, Author, Project Manager

2008 – Dissertation, Student Emergent Conceptions of the Fundamental Theorem of Calculus.
2001 – 2004, LINKS Learning, NSF grant, Office of Superintendent of Public Instruction (OSPI), Olympia, WA and Arizona State University, Technology Based Learning & Research (TBL&R)
Designed, wrote and produced professional development 14 DVD/CD for middle school teachers integrating video, research, lesson plans, assessment; additional interactive arcade-style CD for student concept and skill development

University Instructor

1999 – 2000, Arizona State University, MAT 270 (Calc. I), MAT 117 (College Alg.), MTE 180 (Math for Elementary teachers), Student Teacher supervisor
1998 – 1999, Adjunct Arizona State University and Northern Arizona University, Differentiated Instruction for Masters Program

High School Teacher

2000 – 2001, Desert Mountain High School, Scottsdale Arizona, International Baccalaureate Higher Level Mathematics, AP Calculus AB and BC, PreCalculus
1995 – 1999, Desert Mountain High School, Scottsdale Arizona, Algebra I, Geometry, IB HL, AP Calculus AB and BC
1996 – 1998, Mathematics Department Chair, Desert Mountain High School, supervisor of teachers, school leadership team, accreditation chair
1994 – 1995, Saguaro High School, Scottsdale, Arizona, Algebra and Pre-Algebra

District Trainer, Coach and New Teacher Mentor

1996 – 2001, Scottsdale Public Schools, Mathematics and Differentiated Instruction

Education

Arizona State University, PhD, May 2008

Joint College of Education and College of Liberal Arts and Sciences
Dissertation: “Student’s Emergent Conception of the Fundamental Theorem of Calculus”

National Board for Professional Teaching Standards, November 1998

Adolescent and Young Adult Mathematics

University of Phoenix, MAEd, May 1997

Curriculum and Instruction, Using Innovative Technology to Enrich and Remediate Algebra II

Grand Canyon University, May 1994

B.S. Mathematics Education, Summa Cum Laude

Books

Brady, D., Frisbie, S., Gaiutier, J., Karstens, D., Smith, N. (2019) *NCSM Essential actions: coaching in mathematics education*. Denver, CO: NCSM.

Smith, N.N. (2017) *A mind for mathematics: Meaningful teaching and learning in elementary classrooms*. Bloomington, IN: Solution Tree

Smith, N.N. (2017) *Every math learner: A doable approach to teaching with learning differences in mind, K-6*. Thousand Oaks, CA: Corwin.

Smith, N.N. (2017) *Every math learner: A doable approach to teaching with learning differences in mind, 6-12*. Thousand Oaks, CA: Corwin.

Sammons, L.R. and Smith, N.N. (2017). *The workbook for unstoppable learning*. Bloomington, IN: Solution Tree.

Refereed or Invited Publications and Materials

Smith, N.N. (2007) *Meaningful Mathematics DVD Series: Consultant, Editor and User's Guide Author*. Alexandria, VA: ASCD.

Smith, N. N. (2004) *Middle School Math LINKS. Mathematics content for CDs and training models. 15 DVD/CDs and 5 training models.*

Carlson, M., Smith, N., & Persson, J. (2003). Developing and connecting calculus students' notions of rate-of-change and accumulation: The fundamental theorem of calculus. *Psychology of Mathematics Education, Vol. 2*, 165–172.

Smith, N. N. (2003). Line 'em up! A Pre-algebra/Algebra unit on constant change. In C. A. Tomlinson & C. C. Edison (Eds.), *Differentiation in practice: A resource guide for differentiating curriculum* (pp. 149 - 181). Alexandria, VA: ASCD.

Smith, N. N. (1998) *EMG Networks (Pearson Education) "Math Perspectives"- a 12-part mathematics TV series.*

Smith, N. N. (1998) *Algebra II Solutions. Interactive CD program. EMG.*

Smith, N. N. (1998) *Algebra I Solutions. Ed. EMG.*

Specific references are available upon request.