



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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October 26, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Instructional Support, to enter into a **sole source** contract with MetaMetrics, Inc., Durham, NC (vendor code 334729), in an amount not to exceed \$170,000.00, to provide the use of Lexile® reader measures and Quantile® measures for mathematics for the NH State Assessment System, effective upon Governor and Council approval through June 30, 2021. 100% Federal Funds.

Funds to support this request are available in the account titled Assessment-Federal as follows:

	<u>FY 21</u>
06-56-56-562010-25340000-072-509073 Grants Federal	\$170,000.00

EXPLANATION

The Department is requesting a **sole source** contract due to the fact that MetaMetric, Inc. owns registered trademarks associated with the Lexile® reader measures and Quantile® measures for mathematics. These measures are utilized to provide student reading level and mathematical level information to parents and teachers. These measures can connect parents and teachers to resources to support individualizing instructional materials and supports for students. This is the only vendor that is able to provide these measurements based on student results on the NH Statewide Assessment System results for interim, modular and summative assessments.


MetaMetrics Inc. has developed frameworks and measurement scales for use in providing common supplemental metrics for the measurement of reading ability ("The Lexile Framework® for reading" and "Lexile® reader measures", respectively) and in Mathematical ability ("The Quantile Framework® for Mathematics" and "Quantile® measures", respectively). The Department wishes to link these frameworks to the NH Statewide Assessment System (NHSAS) for English/Language Arts and Mathematics for students in Grades 3-8 and High School.

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In order for parents to better understand and support their child's education, the Department would like to include Lexile and Quantile scores on the New Hampshire Statewide Assessment System (NH SAS) Individual Student Reports that are available at the conclusion of an interim, modular or summative assessments. These levels will then allow students to access reading and mathematics materials, which will be posted on the NH Department of Education website, at the appropriate levels to match their learning needs. These materials are also available nationally, through libraries and published book sources.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank Edelblut', written in a cursive style.

Frank Edelblut
Commissioner of Education

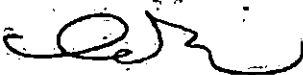
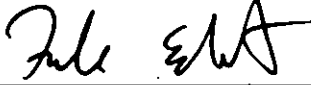
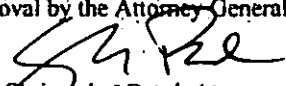
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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to 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 MetaMetrics, Inc.		1.4 Contractor Address 1000 Park Forty Plaza, Suite 120, Durham, NC 27713	
1.5 Contractor Phone Number 919-547-3400	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2021	1.7 Price Limitation \$170,000.00
1.9 Contracting Officer for State Agency Melissa White, Administrator, Academics & Assessment		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 10/26/2020		1.12 Name and Title of Contractor Signatory Todd Sandvik, Chief Financial Officer	
1.13 State Agency Signature  Date: 10-27-20		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Christopher Bond, Attorney On: 10/29/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT:

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT:

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

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

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

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

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

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

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

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

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

7. PERSONNEL

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Attachment A List of Contractor Intellectual Property

9. TERMINATION – In addition to 9.1 and 9.2 of the P-37, add:

Term and Termination

1. Term: This Agreement shall become effective on the Effective Date and shall remain in effect for an initial term ending June 30, 2021. Any use of Contractor Intellectual Property after June 30, 2021 can only be used for the limited purpose of reporting Lexile and Quantile measures from the Spring 2021 administration. It is understood and agreed between the parties that the payment of compensation specified in this agreement, its continuation or renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NHDOE for the purpose set forth in this Agreement. Should funds not be appropriated or allocated, this Agreement shall immediately be terminated. NHDOE shall not be liable to Contractor for damages of any kind as a result of such termination.

Return of Confidential Information: Upon the termination or expiration of this Agreement, notwithstanding the provisions of subsection 1, the receiving party will return and/or destroy all the Confidential Information delivered or disclosed to the receiving party, this shall include all copies whether electronic or physical in existence thereof at any time made by the receiving party. Notwithstanding the above, Contractor will be permitted to retain one copy of any content or material that NHDOE provided to Contractor for the sole purposes of assigning a Lexile measure or Quantile measure to such content or material. Contractor agrees that such retained Confidential Information will not be disclosed or used in violation of this Agreement. For the avoidance of doubt, nothing in this Agreement requires the return or destruction of reports containing Lexile measures or Quantile measures generated by NHDOE (i) prior to expiration or termination of this Agreement; or (ii) as permitted under Section 10.1.

Obligations upon Termination:

Lexile and Quantile Marks: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, promptly discontinue all use of the Lexile and Quantile Marks and cease all distributions of materials and papers upon which the Lexile and Quantile Marks appear, provided, however, that subject to the terms and conditions of this Agreement, NHDOE shall have the right to retain such materials as are necessary to fulfill any obligations for accountability purposes.

The Lexile Framework for Reading; LEXILE: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, cease to convert scale scores to LEXILE measures or otherwise report scale scores in using the LEXILE scale that matches students to instructional content on the LEXILE scale in any direct or derivative application.

The Quantile Framework for Mathematics; QUANTILE: Upon the expiration or termination of this Agreement, NHDOE shall, notwithstanding the provisions of subsection 1, cease to convert scale scores to QUANTILE measures or otherwise report scale scores in using the QUANTILE scale that matches students to instructional content on the QUANTILE scale in any direct or derivative application:

EXHIBIT B

Scope of Services

SCOPE

MetaMetrics, Inc. shall grant the use of Lexile reading measures and Quantile measures to the New Hampshire Department of Education (NHDOE) for students in grades 3-8 and High School for School Year 2020/21. In addition, Contractor offers the below support Product and Services that NHDOE can elect to use at no cost. NHDOE must inform Contractor of any products or services that NHDOE wishes to have Contractor provide.

1. Lexile & Quantile State Implementation Toolkit to be accessed at the following site: visit www.metametricsinc.com/state-toolkit.
2. Customizable Professional Learning Opportunities to be delivered as follows:

<u>Formal</u>	<u>Description</u>	<u>Number Per Year</u>
Web Conferences for State Education Agency (SEA) staff	Web conferences delivered online for agency staff. These sessions can also be recorded.	unlimited
Face-to-Face Informational Sessions, contingent upon safety measures due to Covid	In-person sessions created and delivered for the specific audience and setting you desire (e.g. regional service centers, co-sponsored conferences, etc.).	2 visits per year (each visit may include multiple sessions)
Webinars for Educators Statewide	Webinars scheduled and delivered for the specific audience of your choosing. These sessions can also be recorded.	Unlimited (maximum of 300 attendees per webinar)
Roundtable Discussions	Web-based, cross-state conversations on new advances and emerging opportunities	TBA – scheduled as topics and need arise

3. Lexile and Quantile Tools and Resources for educators, parents, students on the Quantile Hub:

<u>Tool</u>	<u>Suggested For</u>	<u>What It Does</u>	<u>URL</u>
Find a Book	Educators, Parents & Students	Helps students find "just right" books for independent reading.	Visit hub.lexile.com and click on "Find a Book."
Lexile Analyzer®	Educators	Used to determine the Lexile measure of text.	Visit hub.lexile.com and click on "Analyzer."
Lexile® and Quantile® Growth Planner	Educators, Parents & Students	Forecasts reading and math growth so stakeholders can see if individual students are on track to graduate college- and career-ready.	Visit hub.lexile.com and click on "Growth Planner."
Lexile® and Quantile® Career Database	Educators	Identifies the Lexile and Quantile measures of materials associated with entrance into specific careers.	Visit hub.lexile.com and click on "Career Database."
Quantile® Find Your Lesson	Educators	Identifies Quantile measures for specific textbook lessons and offers aligned learning standards and support activities for each lesson.	Visit hub.lexile.com and click on "Find Your Lesson."
Quantile® Teacher Assistant	Educators	Find resources aligned to state learning standards to plan lessons and develop formative assessments.	Visit hub.lexile.com and click on "Teacher Assistant."
Math Skills Database	Educators	Find Quantile measured resources that align with your state's standards and/ or keyword content.	Visit hub.lexile.com and click on "Math Skills Database."
Math@Home	Parents	Provides Quantile measured resources and activities to reinforce classroom learning at home.	Visit hub.lexile.com and click on "Math@Home"

Summer Math Challenge	Educators & Parents	Six-week program that offers daily emails with fun, Quantile measured activities and resources at child's ability level.	Visit hub.lexile.com and click on "Summer Math Challenge"
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4. Additional Lexile and Quantile Resources:

Resource	Suggested For	What It Does	URL
Lexile by Chapter Guides	Educators	The peaks and valleys of text complexity have been identified by chapter of frequently taught books in order to help guide instructional planning.	Lexile.com/lexile-by-chapter
Additional Fact Sheets and Resources	Educators & Parents	A collection of additional informational resources for parents and educators (including Guides, Infographics, and Maps).	metametricsinc.com/departments-of-education/states-implementation-communications-support/communications-templates-for-state-departments-of-education/

5. Additional Products and Services:

State Specific Lexile and Quantile Web Content

MetaMetrics provides a draft of text content for the SEA website to explain Lexile and Quantile measures, free tools and resources, and their use both in the classroom and at home. Once the content is finalized and approved, MetaMetrics also works with the webmaster or designee to post the content to the SEA's website. (An example of finished web content can be viewed at <https://portal.ct.gov/SDE/Student-Assessment/Main-Assessment/Lexiles-and-Quantiles>.)

Lexile & Quantile Brief for SEA Staff

The Lexile & Quantile Brief is an email-based newsletter published three times per year that outlines Lexile and Quantile news and noteworthy events, including new tool and resource announcements, new lines of research, and additional sources of Lexile and Quantile measures through newly-linked partner products. The DOE will provide the email addresses of anyone the organization would like to add to MetaMetrics' mailing list.

Informational Sessions for Parents and Families

MetaMetrics works with the SEA to offer informational sessions for parents, families, and communities at large. These sessions focus on providing families some basic understanding of the Lexile and Quantile Frameworks and an introduction to the tools that help families utilize these measures for reinforcing learning at home.

State Score Reports

MetaMetrics collaborates with state and their contractors to provide language and/or individualized student instructional information on state score reports. See suggested example language at:

<https://docs.google.com/document/d/1fRHzHPL3Co3xGq8dFc6BRP4sw0XSw946pPekT9x4Cg/edit>

Draft Language for Outreach to Textbook Publishers

MetaMetrics offers example language that states and/or local districts can use to request that publisher materials be encouraged or required to submit Lexile and Quantile measures for books and materials being considered for adoption.

<https://docs.google.com/document/d/1bv38MbMey9likfSAvXIMVepu54muNWewJdVWln42vE/edit>

Draft Language for State Assessment RFPs

MetaMetrics is the sole source to states that choose to use and report Lexile and Quantile measures from their state assessment systems. To ensure continuity in use and reporting, MetaMetrics makes available a collection of state RFPs that have mandated Lexile and Quantile measures through this procurement process.

Draft Suggested Language for Outreach Messaging

MetaMetrics provides a variety of draft messaging for email/newsletter campaigns and social media to help you communicate with educators and parents about the value and utility of Lexile and Quantile measures. See draft messages at this link:

<https://metametricsinc.com/departments-of-education/states-implementation-communications-support/communications-templates-for-state-departments-of-education/>

MetaMetrics TERMS AND CONDITIONS

Ownership

Lexile Marks: The term "Lexile Marks" shall mean the following registered trademarks owned by MetaMetrics: LEXILE® (U.S. Reg. No. 3,969,306), LEXILE® (and design) (U.S. Reg. No. 2,706,910), and LEXILE FRAMEWORK® (U.S. Reg. Nos. 2,180,729 and 2,180,702). NHDOE acknowledges and agrees that MetaMetrics retains all rights in and to the Lexile Marks and that all goodwill arising from NHDOE's use thereof as permitted hereunder will inure to the benefit of MetaMetrics.

Quantile Marks: The term "Quantile Marks" shall mean the following registered trademarks owned by MetaMetrics: QUANTILE® (U.S. Reg. No. 3,066,329), QUANTILE® (and design) (U.S. Reg. No. 3,074,413), and QUANTILE FRAMEWORK® (U.S. Reg. No. 2,605,046). NHDOE acknowledges and agrees that MetaMetrics retains all rights in and to the Quantile Marks and that all goodwill arising from NHDOE's use thereof as permitted hereunder will inure to the benefit of MetaMetrics.

Proprietary Rights

Use of Lexile and Quantile Marks/Measures: MetaMetrics hereby grants to NHDOE a limited, non-exclusive, non-transferable license, without the right to sublicense, to use Lexile reading measures and Quantile measures, including displaying said measures on individual reports, as well as on any aggregated reports for each student in grades 3-8 and High School. NHDOE agrees to display Lexile and Quantile Marks on said reports and shall clearly indicate MetaMetrics' ownership of the Lexile and Quantile Marks according to the terms and conditions of

MetaMetrics' Branding Guidelines which are available on MetaMetrics' website and updated from time to time: <http://www.metametricsinc.com/branding-guidelines/>. MetaMetrics reserves the right to request samples of literature, packages, labels and advertising using the Lexile and Quantile Marks prepared by or for NHDOE and intended to be used by NHDOE. NHDOE undertakes, when using the Lexile and Quantile Marks hereunder, to comply with all applicable laws pertaining to such use.

In the event of a conflict between Exhibit B (MetaMetrics Terms and Conditions) and Exhibit G, Exhibit G shall control.

Use of MetaMetrics Intellectual Property: MetaMetrics hereby grants to NHDOE a limited, non-exclusive, non-transferable license, without the right to sublicense, and right to use the MetaMetrics Intellectual Property listed in Attachment A ("List of MetaMetrics Intellectual Property"), during the term of this contract. Regarding the conversion tables which convert a scale score to a Lexile reading measure or Quantile measure, the following uses are specifically prohibited during and after the term of this contract: a) NHDOE shall not make publicly available the conversion tables; b) NHDOE shall not create new or derivative scales using the conversion tables, and for which said new scales are marketed and used as an equivalent substitute for a Lexile reading measure or Quantile measure; and c) NHDOE shall not use the conversion tables to rebrand and relabel the Lexile reading measure or Quantile Measure as a different measure. Nothing contained herein shall be construed as granting NHDOE any right, title, or interest in or to MetaMetrics' Intellectual Property. Further, the following uses are approved for the Interims: a) given that the ICCR ELA/mathematics interim assessments are on the same scales as the ICCR ELA/mathematics summative assessments, NHDOE may add the use of Lexile reader measures and Quantile measures from the ICCR interim assessments; and b) the interpretation of Lexile reader and Quantile mathematics measures should be relative to the ICCR ELA/Mathematics interim administration protocols. Please refer to the ICCR Lexile and Quantile linking study reports for appropriate uses and caveats of the measures. NHDOE acknowledges and agrees that it shall have no right, either during the term of this contract or at any time thereafter, to acquire MetaMetrics' Intellectual Property from MetaMetrics by reason of the use of such intellectual property in any manner. NHDOE agrees that it will not attempt to patent, copyright, or register or use for its own benefit or that of a third party, or aid any third party in attempting to patent, copyright, or register or use, any MetaMetrics Intellectual Property which may, in the reasonable opinion of MetaMetrics' counsel, be inconsistent with the terms of this contract. With regard to trademarks, the above prohibitions shall extend to any trademark that is, in the opinion of MetaMetrics, confusingly similar to any trademark that is part of MetaMetrics' Intellectual Property or the trade name of MetaMetrics. NHDOE acknowledges MetaMetrics' exclusive ownership of, and title to, MetaMetrics' Intellectual Property world-wide and the goodwill associated therewith will belong to and inure solely to the benefit of MetaMetrics. NHDOE obligations under this section shall survive any termination of the license granted hereunder.

Obligation to Provide Notice of Infringement

NHDOE agrees to promptly notify MetaMetrics of any unauthorized use of the Lexile and Quantile Marks by any third party which comes to the attention of NHDOE. MetaMetrics shall have the sole right and discretion to bring an action for infringement, unfair competition, or any other appropriate proceeding, against any such third party, and any proceeds from such proceedings shall be the sole property of MetaMetrics.

EXHIBIT C

Method of Payment

(Budget through June 30, 2021)

License Fee for the use of Lexile & Quantile Measures for Grades 3-8 and High School including support services elected by NHDOE pursuant to Exhibit B	\$170,000.00
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Limitation on Price: In no case shall the total budget exceed the price limitation of \$170,000.00.

Funding Source: Funds to support this request are available in the account titled Assessment Federal as follows:

06-56-56-562010-25340000-072-509073-Grants Federal

FY 21
\$170,000.00

Method of Payment: The NH Department of Education shall pay to Contractor an annual license fee of \$170,000 in two installments. The first payment of \$85,000 shall be invoiced upon approval of this contract by the NH Governor and Council and paid within thirty (30) days of receipt of invoice. The final payment of \$85,000 shall be invoiced by Contractor January 1, 2021 and paid within thirty (30) days of receipt of invoice. The invoices shall be submitted to:

Melissa White
Administrator
Academics and Assessment
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contract between the MetaMetrics and the New Hampshire Department of Education

Page 8 of 8

Contractor Initials: TS
Date: 10/24/2020

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 ts
Date 10/26/2020

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 sk
Date 10/26/2020

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/stllin.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: TS
Date: 11/11/2020

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 ts
Date 6/24/2020

ATTACHMENT A
LIST OF CONTRACTOR INTELLECTUAL PROPERTY

Lexile Framework for Reading name
Lexile Framework for Reading logo
Lexile Framework for Reading tagline
Lexile Framework for Reading measure
Lexile Framework for Reading Map
Lexile Framework for Reading scale
Lexile Framework for Reading scoring conversion procedures
AIR-ICCR to Lexile Conversion Table and Linking Equation
MetaMetrics, Inc. name
MetaMetrics, Inc. logo
MetaMetrics, Inc. tagline
Quantile Framework for Mathematics name
Quantile Framework for Mathematics logo
Quantile Framework for Mathematics tagline
Quantile Framework for Mathematics Map
Quantile Framework for Mathematics measure
Quantile Framework for Mathematics scale
Quantile Framework for Mathematics scoring conversion procedures
AIR-ICCR to Quantile Conversion Table and Linking Equation
The Lexile and Quantile Hub (See Exhibit B)
Tools within the Lexile and Quantile Hub (See Exhibit B)
Lexile and Quantile Resources (See Exhibit B)

ts
10/26/2020

State of New Hampshire

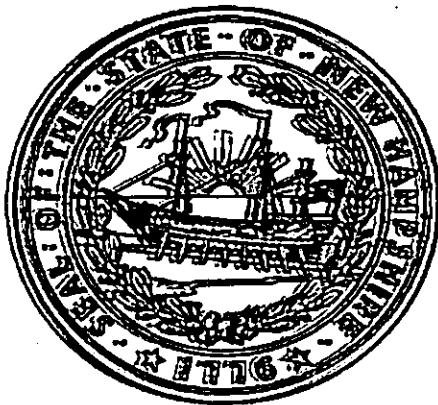
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that METAMETRICS, INC. is a North Carolina Profit Corporation registered to transact business in New Hampshire on September 25, 2020. ~~It further certifies 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: 852201

Certificate Number: 0005013100



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Malbert Smith III, do hereby certify that: (Name of the Clerk of the Corporation) - cannot be
(Signature)

- (1) I am the duly elected clerk of MetaMetrics, Inc.
(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 10/26/2020.
(Date)

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

RESOLVED: That Todd Sandvik, Chief Financial Officer

(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 26th day of October, 2020.
(Day) (Month) (Year) Must be same date as the completed date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 26th day of October, 2020.
(Day) (Month) (Year) Must be same date as the completed date)


(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On _____, 20____, the foregoing instrument was acknowledged before me.

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

My commission expires on:

Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2020

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 AssuredPartners of Missouri, LLC 11975 Westline Industrial Dr St Louis MO 63146		CONTACT NAME: Pauline Warnecke PHONE (A/C, No, Ext): (314) 523-8800 FAX (A/C, No): (314) 453-7555 E-MAIL ADDRESS: pwarnecke@APMissouri.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Ins Co	20508
		INSURER B: Continental Casualty Company	20443
		INSURER C: Continental Insurance Co.	35289
		INSURER D: National Union Fire Insurance Co of Pittsburgh	19445
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2020-21**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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
B	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Technology Professional Liability						Limit \$10,000,000 Retention-\$100,000

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

Please see 2nd page for coverage extensions.

CERTIFICATE HOLDER**CANCELLATION**

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