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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  
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October 7, 2019

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

**REQUESTED ACTION**

Authorize the Department of Education to enter into a contract with Panorama Education, Inc., Boston, Massachusetts (vendor code 307565) in an amount not to exceed \$200,000.00 to provide data for reporting requirements in the NH Department of Education, Bureau of Student Support, State Performance Plan (SPP) and Annual Performance Report (APR) effective upon Governor & Council approval through December 31, 2021, with an option to renew for an additional two years based on performance and identified ongoing need. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled IDEA-Special Ed-Elem/Sec for FY2020, FY2021, and FY2022 upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

06-56-56-562010-25040000-102-500731	<u>FY'20</u>	<u>FY'21</u>	<u>FY'22</u>
Contracts for Program Services	\$90,000.00	\$100,000.00	\$10,000.00

**EXPLANATION**

The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III and CFR 34 §300.704 (4)(i) State level activities to provide professional development and training. Panorama Education, Inc. will provide multi-tiered technical assistance to school and district staff regarding the dissemination and administration of the Statewide Parent Involvement Survey and the Post School Outcome Survey. Training will be tailored to school and district need.

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and the Honorable Council  
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A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period May 6, May 7, and May 8, 2019 and posted on the Department of Education's website. The Department received two (2) proposals from the issuance of the Request for Proposals "*Statewide Parent Involvement and Post School Outcome Surveys.*"

A review committee consisting of Elizabeth Graichen, Education Consultant, Bureau of Student Support, Rebecca Fredette, Education Consultant, Bureau of Student Support, and Lori Noordergraaf, Education Consultant, Bureau of Student Support reviewed the proposals received by the deadline of June 7, 2019. Panorama Education, Inc.'s proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Panorama Education, Inc., as their offerings include survey programs that collect reliable feedback from students, families, teachers, and staff about school climate, culture, engagements, and communication. Panorama's sole focus is in K-12 education, allowing them to develop K-12 specific expertise, products and services.

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

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

## Attachment A

### Statewide Parent Involvement and Post School Outcomes Surveys

#### Proposal Criteria in the RFP

Significance of Proposal	10 points
Quality of Services	40 points
Management Plan	15 points
Budget	25 points
Evaluation	<u>10 points</u>
Possible Points	100 points

Two (2) proposals were received:

Gibson Consulting Group, Inc.

Panorama Education

#### Gibson Consulting Group, Inc.

<u>Elizabeth Graichen</u>	<u>Lori Noordergraaf</u>	<u>Rebecca Fredette</u>	<u>Peer Review</u>
<u>Score</u>	<u>Score</u>	<u>Score</u>	
90	81	90	87

#### Panorama Education

<u>Elizabeth Graichen</u>	<u>Lori Noordergraaf</u>	<u>Rebecca Fredette</u>	<u>Peer Review</u>
<u>Score</u>	<u>Score</u>	<u>Score</u>	
100	93	87	93

An RFP review occurred on Tuesday, June 18, 2019. The RFP review panel consisted of the following Bureau of Student Support staff in the Department of Education:

#### Elizabeth Graichen, Education Consultant

Elizabeth's primary responsibilities are compliance and improvement monitoring, project manager for the NHDOE Mentor program, grants reviewer and data review and analysis for Indicator 4 Suspension and Expulsion data.

#### Lori Noordergraaf, Education Consultant

Lori's primary responsibilities are program approval, the Compliance and Improvement monitoring of Public Schools, Private Providers of Special Education, and Public Academies, and providing training to New Hampshire schools and programs is an Educational Consultant in the Bureau of Student Support whose primary roles involve monitoring Individualized Education Plans in both public and private school settings.

#### Rebecca Fredette

Rebecca's primary responsibilities are program approval, the Compliance and Improvement monitoring of Public Schools, Private Providers of Special Education, and Public Academies, and providing training to New Hampshire schools and programs is an Educational Consultant in the Bureau of Student Support whose primary roles involve monitoring Individualized Education Plans in both public and private school settings.


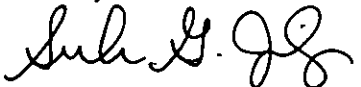
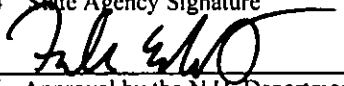
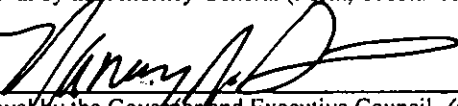
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH State Department of Education Bureau of Student Support		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Panorama Education, Inc.		1.4 Contractor Address 24 School Street, 4 <sup>th</sup> Floor Boston, MA 02108	
1.5 Contractor Phone Number 617-631-8856	1.6 Account Number See Exhibit B	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency Heather Gage, Division Director Division of Learner Support		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alexander Tanner, Secretary	
1.13 Acknowledgement: State of <del>Massachusetts</del> County of <del>Suffolk</del> On <u>September 23, 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Susannah G. Jabaily, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
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>10/8/2019</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.

Exhibit A  
SCOPE OF SERVICES

Panorama Education, Inc. will provide the following services to the New Hampshire Department of Education.

**Statewide Parent Involvement and Post School Outcome Surveys**

Assist the Department with reporting requirements in the Bureau of Student Support, State Performance Plan/Annual Performance Report (SPP/APR) specifically for FFY19 and FFY20 reporting.

**Indicator 8:** *Percent of parents with a child receiving special education services who report that schools facilitated parent involvement as a means of improving services and results for children with disabilities. (20 U.S.C. 1416(a)(3)(A)).*

- Work with the Department to develop a timeline of dissemination and technical assistance activities that aligns with the Bureau of Student Support State Performance Plan/Annual Performance report (SPP/APR) reporting requirements.
- Disseminate, in conjunction with approximately 178 school districts, up to 35,000 surveys comprised of two forms (over a 2 year period); one survey for ages 3-5 and one for ages 6-12 (exact number to be determined by the approved child count) and include a return response system. The statewide census survey is conducted annually with two separate groups of districts to ensure all 35,000 parents are surveyed within the 24-month contract period.
- Provide a multi-tiered level of technical assistance to school and district staff regarding the survey dissemination and administration based on school and district need.
- Work with the Department to develop and disseminate public awareness marketing tools and strategies for the Statewide Parent Involvement Survey and SPP Indicator 8 to increase response rate and outcomes.
- Provide access to the survey via a variety of methods including cultural responsive tools, world language translators, readers, and sign language to meet the communication mode of the parent and other methods as necessary to address the myriad cultural and other factors that may limit language acquisition to parents and meet the unique worldviews of different people.
- Develop and provide access to a secure online version of the two statewide parent involvement surveys and assist school districts in making the survey link easily accessible to parents of children with disabilities on their school/district website or other means of communication with parents.
- Conduct an annual evaluation of the survey administration and based on these results make necessary improvements to the survey process.
- Receive completed surveys from parents and enter into database that is compatible with Department software.
- Aggregate and disaggregate data by requested demographics (e.g. by district, by school, by level, etc.) for both surveys using vendor owned software.
- Analyze and compare statewide parent survey data over the past few years to identify best practices and needs to develop and implement improvement activities.
- Provide the Department, upon request, the back-up data from the Statewide Parent Involvement Survey data collection.
- Analyze and submit data required for reporting in the Bureau of Student Support, IDEA PART B State Performance Plan/Annual Performance Report (Specifically FFY2019 and FFY2020).
- Provide the Department with district data required for reporting in the Departments District Data Profiles.

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Exhibit A  
SCOPE OF SERVICES (cont'd)

- Provide the Department survey administration best practices, and needs to develop and implement improvement activities for better response rates and outcome results.
- Provide a multi-tiered level of technical assistance to school and district staff regarding the analysis of school/district data based on school and district need.
- Provide additional data analysis to the Department to triangulate with other data elements. Utilizes input from a diverse group of project partners including, but not limited to, parents, students, school staff, district staff, and staff at the Department of Education, and build the capacity of schools and districts to strengthen family, student, and school partnerships through the implementation of evidence-based and culturally responsive practices.
- Work with the Department, partner organizations, school districts, individuals with disabilities and their families to use longitudinal data to support the development and implementation of improved family/school partnerships through the use of research based practice to increase results on SPP Indicator 8.
- Provide data in a variety of ways to include, but not be limited to, graphs and charts. Provide data and information to the Department to support the initiatives and efforts to improve results for student with disabilities.
- Provide the Department with an evaluation plan regarding timelines, outputs along with a final report that includes raw data, graphs, etc.

**Indicator 14:** *Percent of youth who are no longer in secondary school, had IEPs in effect at the time they left school, and were:*

- A. *Enrolled in higher education within one year of leaving high school;*
- B. *Enrolled in higher education or competitively employed within one year of leaving high school;*
- C. *Enrolled in higher education or in some other postsecondary education or training program; or competitively employed or in some other employment within one year of leaving high school. (20 U.S.C. 1416(a)(3)(B))*

- Work with the Department to develop a timeline of dissemination and technical assistance activities that aligns with the Bureau of Student Support State Performance Plan/Annual Performance Report (SPP/APR) reporting requirements
- Disseminate, in conjunction with approximately 178 school districts, up to 3,000 surveys annually comprised of a cover letter and survey (exact number to be determined by district exited student reports) and include a return response system.
- Provide a multi-tiered level of technical assistance to school and district staff regarding the survey dissemination and administration based on school and district need.
- Work with the Department to develop and disseminate public awareness marketing tools and strategies for the Post School Outcomes Survey and SPP Indicator 14 to increase response rate and outcomes.
- Provide access to the survey via a variety of methods including cultural responsive tools, world language translators, readers, and sign language to meet the communication mode of the student and other methods as necessary to address the myriad cultural and other factors that may limit language acquisition to students and meet the unique worldviews of different people.
- Develop and provide access to an online version of the post school outcomes survey with a link provided in the cover letter sent to exited students as an option for taking the survey.
- Conduct an annual evaluation of the survey administration and based on these results make necessary improvements to the survey process.

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Exhibit A  
SCOPE OF SERVICES (cont'd)

- Provide the Department, upon request, the back-up data from the Post School Outcome Survey data collection.
- Analyze and submit data required for reporting in the Bureau of Student Support, IDEA PART B State Performance Plan/Annual Performance Report (Specifically FFY19 and FFY20).
- Provide the Department with district data required for reporting in the Department District Data Profiles.
- Provide the Department with summary of post-school outcomes longitudinal data, survey administration best practices, and needs to develop and implement improvement activities for better response rate and outcome results.
- As requested, provide additional data analysis to the Department to triangulate with other data elements.
- Work with the Department, partner organizations, school districts, individuals with disabilities and their families to use longitudinal data to support the development and implementation of improvement strategies to increase results on SPP Indicator 14.
- Provide data in a variety of ways to include, but not be limited to, graphs and charts.
- Provide the Department with an evaluation plan regarding timelines, outputs along with final report that includes raw data, graphs, etc.

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Date 9/23/19

Exhibit B  
Budget

Budget

Description	FY'20	FY'21	FY'22
Survey Administration, Reporting and Analysis > Online and paper survey administrations per year for each survey program: Statewide Parent Involvement Survey Post School outcomes Survey	\$70,000.00	\$70,000.00	\$4,000.00
Development and Dissemination of Marketing Tools and Strategies and Project Management Support	\$10,000.00	\$10,000.00	\$1,000.00
Printing and Shipping Support for Paper Surveys	\$10,000.00	\$20,000.00	\$5,000.00
Total	\$90,000.00	\$100,000.00	\$10,000.00

Limitations on Price: This contract will not exceed \$200,000.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled Special Education-Elem/Sec. as follows:

Account: 06-56-56-562010-25040000-102-500731	<u>FY'20</u>	<u>FY'21</u>	<u>FY'22</u>
Contracts for Program Services	\$90,000.00	\$100,000.00	\$10,000.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10<sup>th</sup> of the following month, which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Invoices to be submitted to:

Mary Lane, Project Director  
 Statewide Parent Involvement and Post School Outcome Surveys  
 NH Department of Education  
 Bureau of Student Support  
 101 Pleasant Street  
 Concord, New Hampshire 03301

Contractor's Initials AT  
 Date 9/23/17

Exhibit C  
SPECIAL PROVISIONS

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to two (2) additional years, subject to the contractor's acceptable performance of the terms herein.

Contractor's Initials AT  
Date 7/25/19

**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 AT  
Date 9/23/19

## 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 AT  
Date 9/23/19

## 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 AT  
Date 9/23/19

**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 **AT**  
Date **9/27/19**



# State of New Hampshire

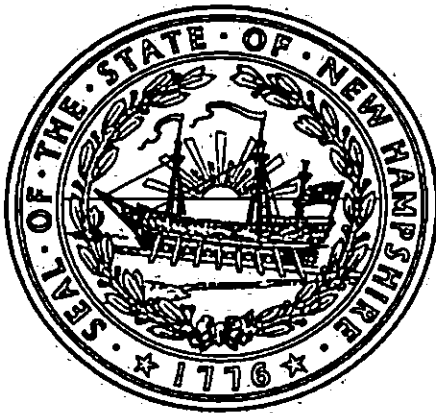
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PANORAMA EDUCATION, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 09, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 819231

Certificate Number : 0004513186



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of May A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without a Seal)

I, Aaron Feuer, do hereby certify that:  
(Name of the President of the Board of the Corporation, cannot be signatory)

- (1) I am the duly elected President of Panorama Education, Inc.  
(Corporation Name)
- (2) That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.
- (3) That Alexander Tanner, Secretary of the Board  
(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 all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
- (4) That Alexander Tanner, Secretary of the Board  
(Name of Contract Signatory) (Title of Contract Signatory)  
had authority to execute all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate as of the 23rd day of September, 2019.  
(day, month, yr) (must be same date as the contract date)
- (5) Alexander Tanner is the duly elected Secretary of the corporation.  
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 23rd day of September, 2019.

Aaron Feuer  
(Signature of President of Corporation)

STATE OF MASSACHUSETTS

COUNTY OF Suffolk

On September 20 19, the foregoing instrument was acknowledged before me.  
23

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

My commission expires on: March 23, 2023

[Signature]  
Notary Public/Justice of the Peace



PANOEDU-01

JLOOMIS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> The Corcoran & Havlin Insurance Group 287 Linden Street Wellesley, MA 02482	<b>CONTACT NAME:</b> Jane K Loomis, CISR, CIC	
	<b>PHONE (A/C, No, Ext):</b> (781) 235-3100 241	<b>FAX (A/C, No):</b> (781) 235-1622
<b>E-MAIL ADDRESS:</b> JLoomis@chinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Sentinel Insurance Company, Ltd.		11000
<b>INSURER B:</b> Twin City Fire Insurance Company		29459
<b>INSURER C:</b> Lloyd's of London		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	7/9/2019	7/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	7/9/2019	7/9/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		[REDACTED]	7/9/2018	7/9/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[REDACTED]	7/6/2019	7/6/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Including Cyber		[REDACTED]	9/30/2018	9/30/2019	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Insurer is to provide Heather Gage, Division Director for Division of Learner Support, or their successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy when required by written contract.

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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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