

W

63 B



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

February 28, 2018

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

REQUESTED ACTION

Authorize the Department of Education to amend a contract, on a **sole source** basis, with Scholastic Inc., 557 Broadway, New York, New York (vendor code 164078), by increasing the price imitation in the amount \$265,556 from \$905,530 to \$1,171,086 to provide additional services for the New Hampshire Special Education Family and School Partnership Initiative. Contract originally approved by Governor and Council on August 2, 2017 (item# 34). Amendment will become effective upon Governor and Council approval, through June 30, 2020. 100% Federal funds.

Funds to support this request are available in the account titled Special Education-Elem/Sec.;

	<u>FY'18</u>	<u>FY'19</u>
06-56-56-562010-25040000-102-500731	\$132,778	\$132,778
Contacts for Program Services		

EXPLANATION

This amendment is **sole source** because it exceeds 10% of the original contract. The original contract was competitively bid. The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C:3. Scholastic Inc. will expand on the existing engagement of parents and youth to include the broader school community that is key to student academic and developmental success by utilizing an approach for improving school, family, and student partnerships based on a set of evidence based guiding strategies to inform the development of such partnerships and their expected outcomes. This set of evidence-based strategies will be used to assist students, families, schools, districts, and communities in developing and sustaining such partnerships.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 28, 2018
Page 2

The additional services under this contract will support the New Hampshire Department of Education, Bureau of Special Education with the mandatory federal reporting requirements regarding parent involvement in special education and post school outcomes for students with disabilities who graduate from high school under the Individuals with Disabilities Education Act (IDEA). The purpose of the parent involvement survey is to measure the number of parents of students receiving special education services who report that their schools facilitated parent involvement as a means of improving services and results for students with disabilities.

The purpose of the post school outcomes survey is to measure the percent of youth who are no longer in secondary school, had IEPs in effect at the time they left school and are enrolled in higher education or in some post-secondary education or training program or are competitively employed within one year of exit from high school. Pursuant to this contract, Gibson Consulting will disseminate parent involvement surveys to approximately 33,000 parents of students with disabilities in New Hampshire and the post school outcome survey to 3,000 special education students one year after they have exited high school. Gibson Consulting will ensure each survey is accessible to students and parents in required languages or formats; and will develop and disseminate marketing materials to increase awareness of surveys for improved response rates. Gibson Consulting will also be responsible for the collection of completed surveys and the data analysis of each survey. This data will be used for reporting on Indicator 8 Parent Involvement Survey and Indicator 14 Post School Outcomes in the New Hampshire Special Education Annual Performance Report (APR) to be submitted to the USDOE Office of Special Education Programs. In addition, this data will also be used to meet the public reporting requirements of IDEA for Indicator 8 and Indicator 14 of the Annual Performance Report.

The Department of Education would like to amend this contract with Scholastic Inc. because of the additional scope of services aligning with the parent and student voice and engagement to families, communities and schools.

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

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

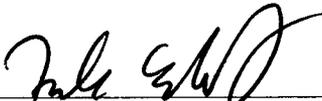
Now come the New Hampshire Department of Education, Bureau of Special Education, hereinafter "the Agency," and Scholastic Inc., hereinafter "the Contractor," and pursuant to an agreement between the parties that was originally approved by Governor and Council on July 17, 2017, (Item #34) hereby agree to modify same as follows:

1. Amend Section 1.8 by removing \$905,530.00 and replacing with \$1,171,086.00
2. Remove Exhibit A (Scope of Services) and replace with Exhibit A-2.
3. Remove Exhibit B (Budget) and replace with Exhibit B-2.
4. All other provisions of the contract shall remain in effect.
5. This modification shall be effective upon Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education

By: 
Frank Edelblut, Commissioner of Education

Scholastic Inc.

By: 
Ron Mirr

STATE OF California
County of Los Angeles

On this the 1 day of March, 2018, before me Jacqueline Elliott Herrera, the undersigned officer, personally appeared Ronald Mirr who acknowledged himself to be the _____ of _____ a corporation, and that he/she, as such, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

see attached

In WITNESS WHEREOF I hereto set my hand and official seal.

Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 8th day of March, 2018.



Division of Attorney General Office

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

By: _____

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On March 1, 2018 before me, Jaqui L. Elliott Herrera, *Notary Public*

Personally appeared Ronald Mirr
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature *Jaqui L. Elliott Herrera* (Seal)

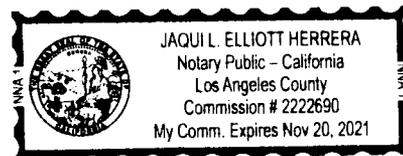


Exhibit A - 2

SCOPE OF SERVICES

Scholastic Inc., will provide the New Hampshire Department of Education, Bureau of Special Education with the following services under the New Hampshire Special Education Family and School Partnership Initiative:

- An approach for improving school and family partnerships;
- A set of guiding principles to inform the development of such partnerships and their expected outcomes;
- A set of evidence-based strategies that will be used to assist families, schools, districts, and communities in developing and sustaining such partnerships
- Utilize 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;
- Address both the policies and practices that guide family, student, and school partnerships;
- Build the capacity of schools and districts to strengthen family, student, and school partnerships through the implementation of evidence-based and culturally responsive practices;
- Provide technical assistance and support to all project partners;
- Support leadership development for all project partners;
- Rely on the use of data to inform planning and improvement activities;
- Incorporate a performance management system that promotes involvement of parents in the special education process as a means of improving services and results for children with disabilities;
- Align with other family serving organizations across the State of New Hampshire and current Department of Education initiatives and the Bureau of Special Education priorities, including the Indicators on the Statewide Performance Plan (SPP) with a specific focus on Indicator 8, Parent Involvement, and the Office of Student Wellness principles for family and youth engagement and empowerment. These efforts include participation in Bureau meetings periodically to share information as required and attend other assigned meetings that support the Bureau of Special Education initiatives;
- Systematic evaluation of the effectiveness of each primary component of the plan, including, but not limited to, specific district- and school-based strategies designed to promote meaningful parent and youth involvement. This plan should include specific timelines, measures, and proposed approaches to data analysis. The plan will describe the method used to collect and analyze data specific to goals, objectives, activities and outcomes as part of an on-going measure of the effectiveness of this initiative. The method should include a description of how the results of the evaluation will inform decisions regarding possible revisions to the overall model or any of its components, e.g., training, staffing, materials, implementation, etc. The evaluation plan should take into account existing data from the Indicator 8 survey, data to be collected in forthcoming survey administrations, and other sources of data that can provide convergent evidence of the efficacy of the project in developing, supporting, and evaluating improvement strategies that focus on building school-family partnerships that foster student success;
- Identify an approach to strategic communication with all project partners;
- Sustaining family, student, and school partnerships beyond the scope of New Hampshire Special Education Family and School Partnership Initiative:

Exhibit A - 2

SCOPE OF SERVICES (cont'd)

- Provide a timeline for each year of the project that includes when goals and objectives will be accomplished, and when all activities will begin and end based on the Family School Partnership Framework. This timeline must include the activities that will be implemented; the resources that will be used to implement them, and the expected outcome(s) of each activity. All documents used in technical assistance activities must be submitted to the Bureau Administrator prior to dissemination. All documents created shall be the property of the Bureau of Special Education.
- Reporting: provide an annual report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of each project year. The first report will include strategies for improvement. The final report will include a comprehensive overview of the entire project.

SERVICES TO BE PROVIDED ANNUALLY FOR THE STATEWIDE PARENT INVOLVEMENT SURVEY

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)). Marketing and technical assistance requirements necessary to fulfill the project:

- Work with the NHDOE to develop a timeline of dissemination and technical assistance activities that aligns with Special Education State Performance Plan/Annual Performance Report 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 6-21 (exact number to be determined by the approved child count) and include a return response system. This statewide census survey is conducted annually with 2 separate groups of districts to ensure all 35,000 parents are surveyed with the 24 month contract period. This must include postage for dissemination and return of each survey.
- 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 NHDOE 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 world language translators, readers, Sign Language to meet the communication mode of the parent, large print, and other methods as necessary.
- Develop and provide access to an online version of the two statewide parent involvement surveys and assist school districts in making this 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 NHDOE 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.
-

Exhibit A - 2

SCOPE OF SERVICES (cont'd)

- Provide the NHDOE, upon request, the back-up data from the Statewide Parent Involvement Survey data collection.
- Analyze and submit data required for reporting in the New Hampshire Department of Education, IDEA PART B Special Education State Performance Plan/Annual Performance Report 2013-2018 (Specifically FFY2015 and FFY2016).
- Provide NHDOE with district data required for reporting in the New Hampshire Department of Education, District Data Profiles.
- Provide NHDOE with summary of Statewide Parent Involvement Survey longitudinal data, survey administration best practices, and needs to develop and implement improvement activities for better response rate 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.
- As requested, provide additional data analysis to the NHDOE to triangulate with other data elements.
- Work with NHDOE, 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 NHDOE to support the initiatives and efforts to improve results for student with disabilities.
- Provide the NHDOE with an evaluation plan regarding timelines, outputs along with final report that includes raw data, graphs, etc.

SERVICES TO BE PROVIDED ANNUALLY FOR POST SCHOOL OUTCOMES SURVEY

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))
- Meet dissemination, marketing and technical assistance requirements necessary to fulfill the project.
 - Work with the NHDOE to develop a timeline of dissemination and technical assistance activities that aligns with Special Education State Performance Plan/Annual Performance Report 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. This must include postage for dissemination and return of each survey.
 - 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 NHDOE 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.

Initial Rm
Date 3-1-18

Exhibit A - 2

SCOPE OF SERVICES (cont'd)

- Provide access to the survey via a variety of methods including world language translators, readers, Sign Language to meet the communication mode of the parent, large print, and other methods as necessary.
- Develop and provide access to an online version of the post school outcomes survey with link provided in 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.
- Meet data analysis requirements necessary to fulfill the project.
- Receive completed surveys from exited students and enter into database that already contains student demographics that is compatible with NHDOE software.
- Aggregate and disaggregate data by requested demographics (e.g. by district, by Indicator 14 categories for measurements, etc.) for the post school outcomes survey using vendor owned software.
- Calculate Indicator 14 response results (with tool such as the National Post School Outcomes Center: Indicator 14 Response Calculator) by district to provide required survey representativeness data and analysis of this data for state reporting requirements.
- Analyze and compare Post School Outcome survey data over the past few years to identify best practices and needs to develop and implement improvement activities.
- Provide the NHDOE, upon request, the back-up data from the Post School Outcome Survey data collection.
- Analyze and submit data required for reporting in the New Hampshire Department of Education, IDEA PART B Special Education State Performance Plan/Annual Performance Report 2013-2018 (Specifically FFY2015 and FFY2016).
- Provide NHDOE with district data required for reporting in the NHDOE, District Data Profiles.
- Provide NHDOE 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 NHDOE to triangulate with other data elements.
- Work with NHDOE, partner organizations, school districts, individuals with disabilities and their families to use longitudinal data to support the development and implementation of improvement activities 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 NHDOE with an evaluation plan regarding timelines, outputs along with final report that includes raw data, graphs, etc.
- Provide additional supports needed to carry out the Post School Outcomes Survey with the approval from the Bureau of Special Education regarding meeting the requirements of the State Performance Plan FFY 2013 -2018. This will be the responsibility of the contractor to fund and manage.

Exhibit B - 2

Budget

Year One Description of Services Provided	Number of Participants in Training	Unit Price	FY'18 July 1, 2017- June 30, 2018
Grant activity overview and work meeting to select 24 participating schools	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Orientation meeting to describe the upcoming year's grant activities	24 School Principals or designated representatives. (1 meeting)	\$5,000.00	\$5,000.00
Administrator Scholastic Family Engagement Assessment (FEA) to 2 schools each at 12 districts (onsite and virtual); culminating with 1 day professional learning session	12 small group district teams, consisting of members from participating schools (12 sessions)	\$15,000.00	\$180,000.00
Family Engagement Assessment follow-up consultative sessions	4 schools per day meet at common location (6 small groups, 4 sessions)	\$5,000.00	\$20,000.00
Dr. Karen Mapp's Family Engagement Workshop Series (3-day workshop)	School-based training with up to 30 participants each cohort: Each cohort will consist of 10 members from 3 district attendance areas 5 members per participating school and community (4 sessions)	\$20,000.00	\$80,000.00
Mapp Workshop follow-up onsite consultative sessions	4 small-group, school team from 6 schools per day to meet at common area (4 sessions)	\$5,000.00	\$20,000.00
Project Manager virtual attendance at designated meetings (approximately 2 hours each)	Scholastic Project Manager and 6 district personnel (6 meetings)	\$1,430.00	\$8,580.00
Project Manager onsite attendance at designed meeting (full day)	Scholastic Project Manager and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$328,580.00

Initial RM
Date 3-1-18

Exhibit B - 2

Amendment - Year One Parent Involvement Surveys Post School Outcomes Surveys	Description of Services	Unit Price	FY'18 June 30, 2018
Indicator 8 – State Performance Plan (SPP) Develop, administer, analyze and distribute results of the Parent Surveys are requested in the State Performance Plan (SPP)	Administer statewide to the parents with a child receiving special education services. 1 survey for ages 3-5 and 1 survey for ages 6-21		
Indicator 14 – State Performance Plan (SPP) Develop, administer and distribute results of the Post School Outcomes Survey as required in the State Performance Plan (SPP)	Administer statewide to youth who are no longer in secondary school who had IEPs in effect at the time they left school		
Translation of PK, School-aged surveys and letters in to Spanish		\$1,264	\$1,264
Printing of PK, School-Aged, Post-graduation surveys		\$9,108	\$9,108
Printing of letter accompanying surveys		\$2,346	\$2,346
Printing of fliers to publicize survey		\$1,656	\$1,656
Manual envelope stuffing of surveys		\$5,520	\$5,520
Cost of postage to mail surveys to families/graduates		\$11,592	\$11,592
Return postage for paper surveys		\$11,592	\$11,592
Cost of preprinting names/addresses on surveys		\$5,520	\$5,520
Mount digital survey, scan paper surveys, analyze data, write state report and individual district reports		\$38,640	\$38,640
Internal Staff Support		\$24,840	\$24,840
Webinar Support		\$13,800	\$13,800
Onsite presentation		\$6,900	\$6,900
Sub-Total		\$132,778.00	\$132,778.00
Total			\$461,358.00

Initial 3-1-18
Date RM

Exhibit B - 2

Year Two Description of Services Provided	Number of Participants in Training	Unit Price	FY'19 July 1, 2018 - June 30, 2019
Grant activity review of previous year, overview plans for upcoming year; answer questions about project	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Orientation meeting to describe the upcoming year's grant activities	24 school Principals or designated representatives (1 meeting)	\$5,000.00	\$5,000.00
Full day of workshops: ➢ Addressing Barrier to Learning (AM) ➢ Special Education (PM)	4 Cohorts: 30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshops	12 schools at common location: small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Full day of workshops: ➢ Mental Health ➢ Restorative Practices ➢ Diverse Populations: Strategies for Engaging Families ➢ Parent Coordinator 101	4 Cohorts: 30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
follow-up onsite consultative sessions	12 schools per day at common location: small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Full day of workshops: ➢ Student Motivation (AM) ➢ Social Skills (PM)	30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshops	12 schools per day at common location: small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Book Study: Powerful Partnerships: A Teacher's Guide to Engaging Families to Student Success (Dr. Mapp)	3 books per school for book study, plus 3 books per 12 districts, plus 3 books per each SAU statewide	\$30.00	\$12,150.00
Book Study: Facilitation Discussion Sessions (Virtual)	Up to 30 participants per session (3-4 participants from each school, 4 sessions over course of year)	\$2,500.00	\$10,000.00

Initial RM

Date 3-1-18

Exhibit B - 2

Year Two continued Description of Services Provided	Number of Participants in Training	Unit Price	FY'19 July 1, 2018 - June 30, 2019
Training, based on Dr. Mapp's Workshop Series, for new staff who are added to lighthouse schools	Up to 30 new staff (or continuing staff as a refresher) selected from the 24 schools and/or SAUs (1 session)	\$5,000.00	\$5,000.00
Half-day workshop (2 held on same day):Scholastic Literacy Events Training	6 Cohorts: Up to 30 participants each training (15 persons per each school attendance area)	\$5,000.00	\$30,000.00
Scholastic Literacy Events Kits for schools to train parents	One grade-level kit (K-5) per grade (6 grades x 24 schools = 144)	\$435.00	\$62,640.00
Process Condition Evaluation of retooled parent events (onsite coaching to observe family engagement event)	Events must be held during the same week for participating schools (5 sessions)	\$2,500.00	\$12,500.00
Follow-up virtual session to discuss the rubric results of the Process Condition Evaluation	Schools that had parent event observations	\$2,500.00	\$2,500.00
Virtual attendance at designated meetings (approximately 2 hours)	Scholastic Project and TBD (6 sessions)	\$1,430.00	\$8,580.00
On-site attendance at designated meeting (full day)	Scholastic Project and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$253,370.00

Initial RM
Date 3-1-18

Exhibit B – 2

Amendment - Year Two Parent Involvement Surveys Post School Outcomes Surveys	Description of Services	Unit Price	FY'19 July 1, 2018 - June 30, 2019
Indicator 8 – State Performance Plan (SPP) Develop, administer, analyze and distribute results of the Parent Surveys are requested in the State Performance Plan (SPP)	Administer statewide to the parents with a child receiving special education services. 1 survey for ages 3-5 and 1 survey for ages 6-21		
Indicator 14 – State Performance Plan (SPP) Develop, administer and distribute results of the Post School Outcomes Survey as required in the State Performance Plan (SPP)	Administer statewide to youth who are no longer in secondary school who had IEPs in effect at the time they left school		
Translation of PK, School-aged surveys and letters in to Spanish		\$0.00	\$0.00
Printing of PK, School-Aged, Post-graduation surveys		\$9,108	\$9,108
Printing of letter accompanying surveys		\$2,346	\$2,346
Printing of flyers to publicize survey		\$1,656	\$1,656
Manual envelope stuffing of surveys		\$5,520	\$5,520
Cost of postage to mail surveys to families/graduates		\$11,592	\$11,592
Return postage for paper surveys		\$11,592	\$11,592
Cost of preprinting names/addresses on surveys		\$5,520	\$5,520
Mount digital survey, scan paper surveys, analyze data, write state report and individual district reports		\$38,640	\$38,640
Internal Staff Support		\$24,840	\$24,840
Webinar Support		\$13,800	\$13,800
Onsite presentation		\$8,164	\$8,164
Sub-Total		\$132,778.00	\$132,778.00
Total			\$386,148.00

Initial RM
Date 3-1-18

Exhibit B - 2

Year Three Description of Services Provided	Number of Participants in Training	Unit Price	FY'20 July 1, 2019- June 30, 2020
Project Manager to provide grant activity review of previous year and overview plans for upcoming year; answer question about project	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Project Manager to provide orientation meeting to describe the upcoming year's grant activities	Principals and SAU representatives (1 meeting)	\$5,000.00	\$5,000.00
Establishing a Model Family Literacy Center Workshop	4 Cohorts: 30 participants each day (5 members from each participating school area or SAU)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshop	10 Cohorts statewide: Small-group teams on establishing Family Literacy Centers	\$5,000.00	\$50,000.00
Filming of schools	24 sites, 3 hours each	\$1,041.66	\$25,000.00
Coach the Coach for sustainability	24 school/SAU representatives, divided into 4 full day sessions	\$5,000.00	\$20,000.00
Family Engagement Assessment	Conducted at 24 schools (12 sessions)	\$15,000.00	\$180,000.00
Virtual attendance at designated meetings (approximately 2 hours)	Scholastic Project Manager and TBD (6 sessions)	\$1,430.00	\$8,580.00
On-site attendance at designated meeting (full day)	Scholastic Project Manager and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$323,580.00

Initial RM
Date 3-1-18

Exhibit B -2

Limitations on Price: This contract will not exceed \$1,171,086.00

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

Account: 06-56-56-25040000-102-500731	FY'18	FY'19	FY'20
Contracts for Program Services	\$461,358.00	\$386,148.00	\$323,580.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th 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 will be submitted to:

Mary Lane, Project Director
New Hampshire Special Education Family and School Partnership Initiative
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire, 03301

Initial RM
Date 3-1-18

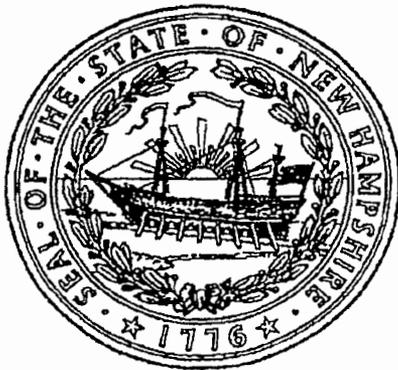
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SCHOLASTIC INC. is a New York Profit Corporation registered to transact business in New Hampshire on November 17, 2016. 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: 759969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshtr,
this 18th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Assistant Secretary

The undersigned, Teresa M. Connelly, Assistant Secretary of Scholastic Inc., a corporation organized and existing under the laws of the State of New York (the "Company") does hereby certify that:

As of the date hereof, the person named below is a duly elected officer of the Company authorized to sign the agreements for the Company.

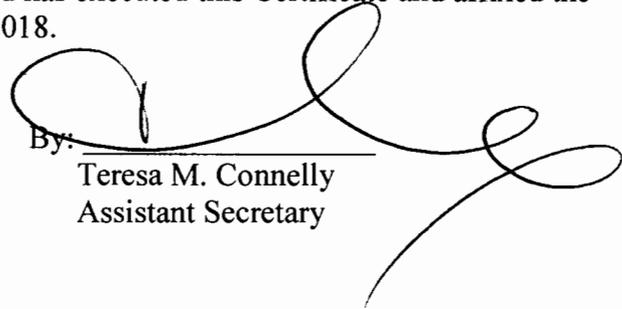
<u>NAME</u>	<u>TITLE</u>
Ronald Mirr	Senior Vice President, FACE & Learning Supports

Attached hereto as Annex A is true and complete copy of resolutions of the Board of Directors of the Company duly adopted by a unanimous written consent in lieu of a meeting on September 21, 2017. Such resolutions have not in any way been revoked, annulled, rescinded, modified or amended since their date of adoption to and including the date hereof and remain in full force.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of the Company, this 1st of March, 2018.

By: _____

Teresa M. Connelly
Assistant Secretary



School Authorizations

RESOLVED, that any Vice President of Company, or any of its subsidiaries or divisions, be and hereby are authorized to make, execute and deliver contracts and any renewals thereof between the Company and state, city or local governing entities representing superintendents of schools, boards of education, school districts or other systems of school organization to enable the Company to offer its products for adoption, sale and exchange in accordance with the respective school codes or regulations governing the same (“School Contracts”); and

FURTHER RESOLVED, that in connection with the School Contracts the following officers pursuant to the authority prescribed in the name and on behalf of the Company, as principal, and SafeCo Insurance Co., as surety (or other surety company as designated by the Treasurer) be, and each of them hereby is, authorized and empowered to execute and deliver such bonds or other assurances, in such form as the proper governing or education authorities may require:

Chief Financial Officer, Treasurer, and Vice President-Finance, individually	No limit
Senior Vice President-Education, individually	Up to \$100,000
Vice Presidents, individually	Up to \$10,000

FURTHER RESOLVED, that, if a specific form of resolution relating to authorization for said contracts and bonds is prescribed by said governing entities, each such resolution shall be deemed to have been, and it hereby is, adopted by this Board of Directors and that the Secretary or any Assistant Secretary be, and each of them hereby is, authorized to certify the adoption of any such resolution as though the same had been presented to this meeting, all such resolutions so certified to be made a part of the records of the Company.

FURTHER RESOLVED, that each of the foregoing officers of the Company be, and each of them hereby is, further authorized and empowered to do all acts and things and to execute and deliver all documents and instruments whatsoever which may be necessary, proper or advisable to validate such contracts and bonds under the laws of the respective states or other governing entities relating thereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2018

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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC# 22667-001 INSURER B: The Travelers Indemnity Company 25658-900 INSURER C: ACE Fire Underwriters Insurance Company 20702-001 INSURER D: Indemnity Insurance Company of North Amer 43575-001 INSURER E: INSURER F:
INSURED Scholastic Inc. and all its wholly owned subsidiaries 557 Broadway, 7th Floor New York, NY 10012	

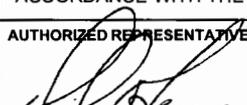
COVERAGES **CERTIFICATE NUMBER: 26140851** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDO G46770833	2/28/2018	2/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-12T03404-18-NF	2/28/2018	2/28/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		SCF C64787408	2/28/2018	2/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D		N/A		WLR C64787329	2/28/2018	2/28/2019	E.L. EACH ACCIDENT \$ 1,000,000
A				WLR C64787366	2/28/2018	2/28/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covers all Scholastic Services and Activities for Contract Period: July 1, 2017 to June 30, 2020

The State of New Hampshire Department of Education is included as an Additional Insured as respects to General Liability.
 The Umbrella policy is Follows Form.

CERTIFICATE HOLDER The State of New Hampshire Department of Education Attn: Barbara Dauphinais, Program Specialist Bureau of Special Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

W

B
34



Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

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

May 11, 2017

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 Scholastic Inc., 557 Broadway, New York, New York (vendor code 164078), in an amount not exceed \$905,530.00 to provide services for the New Hampshire Special Education Family and School Partnership Initiative, effective July 1, 2017 or upon Governor and Council approval, whichever is later, through June 30, 2020. 100% Federal funds.

Funds to support this request are anticipated to be available in the account titled Special Education- Elem/Sec., contingent upon legislative approval of the next two biennial budgets.

	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>
06-56-56-562510-41100000-102-500731	\$328,580.00	\$253,370.00	\$323,580.00
Contacts for Program Services			

EXPLANATION

The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C:3. Scholastic Inc. will expand on the existing engagement of parents and youth to include the broader school community that is key to student academic and developmental success by utilizing an approach for improving school, family, and student partnerships based on a set of evidence based guiding strategies to inform the development of such partnerships and their expected outcomes. This set of evidence-based strategies will be used to assist students, families, schools, districts, and communities in developing and sustaining such partnerships.

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

May 11, 2017

Page 2

This project will define the Department of Education as a resource regarding parent and student voice and engagement to families, communities and schools by providing technical assistance, including DOE sponsored Dr. Karen Mapp, Family Engagement Workshop Series, including an alignment of family engagement approach amongst the Department of Education and other child serving organizations, the development of a sustainability plan for family engagement, and increased focus on strategic communication for all stakeholders. This project will increase greater participation and engagement in the educational process resulting in purposeful, motivated, resourceful, knowledgeable, strategic, and goal-directed families. The project will create New Hampshire based "Lighthouse Districts" or model centers for exemplary practice; work with all New Hampshire teacher preparation programs to embed learning on best practices for family engagement within pre-service and continuing education programs, and sustain a statewide Family Engagement Leadership Council.

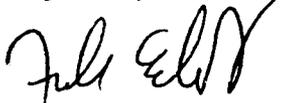
The Department of Education prepared and published a Request for Proposals (RFP) "*New Hampshire Special Education Family and School Partnership Initiative*," in the Union Leader, for the period January 20th, January 22nd, and January 23rd, 2017 and posted on the Department website.

A review committee consisting of Helene Anzalone, Education Consultant, Bureau of Special Education, Kelly Untiet, Dissemination Coordinator, Bureau of Special Education/Office of Student Wellness, Peter Durso, Education Consultant, Bureau of Integrated Programs, and Kim Firth, Program Director, Endowment for Health, reviewed the two (2) proposals received by the deadline; Scholastic Education's proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with the Scholastic Education because Scholastic's mission is to positively impact the lives of children by engaging and inspiring them to grow intellectually and personally, beginning with literacy. The work of the Scholastic Learning Supports/Family and Community Engagement Team invites families and communities into the learning process by building the capacity of schools, districts, regional/State-level agencies to reach and engage all families, including those who have children receiving special education services.

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

Respectfully Submitted,



Frank Edelbut
Commissioner of Education

Attachment A

New Hampshire Special Education Family and School Partnerships

Proposal Criteria in the RFP

Significance of Proposal	10 points
Quality of Services	30 points
Management Plan	15 points
Personnel and Partners	10 points
Adequacy of Resources	25 points
Evaluation Plan	<u>10 points</u>
Possible Points	100 points

Two (2) proposals were received and scored:

NH Coalition for Citizens with Disabilities / dba Parent Information Center
Scholastic Education, Inc.

An RFP review occurred on December 8, 2016 with a follow up structured question interview session on February 6, 2017. The RFP review panel consisted of the three (3) staff members from the Department of Education and one (1) staff member from Endowment for Health:

NH Coalition for Citizens with Disabilities / dba Parent Information Center

<u>Helene Anzalone</u>	<u>Peter Durso</u>	<u>Kim Firth</u>	<u>Kelly Untiet</u>	<u>Peer Review</u>
61	94	65	65	73

Scholastic Education, Inc.

<u>Helene Anzalone</u>	<u>Peter Durso</u>	<u>Kim Firth</u>	<u>Kelly Untiet</u>	<u>Peer Review</u>
87	95	62	78	81

Helene Anzalone, Education Consultant, Bureau of Special Education

Helene has been with the Bureau of Special Education since December 1, 2014. Duties: public and private compliance, professional development training - Measurable Goals, Written Prior Notice, Accommodations and Modifications, The Special Education Process, UDL. Review & monitor with Federal Grants. Provide Technical support to parents, districts and other stakeholders regarding New Hampshire and Federal Special Education Law. M.Ed., Moderate Special Needs & B.S. in Elementary Education with concentrations in special education and reading from Northeastern University; NH certified in Elementary Education (K-8), General Special Education, LD, ED, ID, Special Education Administration; MA certified in Moderate Special Needs (5-12), Elementary Education & Reading; Trained as Wilson Reading Level 1 instructor; Youth Mental Health First Aid trainer
Seventeen years of teaching experience in NH schools as special education teacher; seven years in MA public schools (3) and private special education schools (4)
Six years, district special education administrator (3 years each in 2 districts)

Peter Durso, Education Consultant, Bureau of Integrated Programs

Family and Community Engagement, The E³ Teen Fatherhood Program

Kim Firth, Program Director at the Endowment for Health

To improve the behavioral health of New Hampshire's children and their families and to ensure the healthy development of young children.

Kelley Untiet, New Hampshire Office of Student Wellness Information Dissemination Coordinator

New Hampshire Department of Education committed to the development of the whole child in collaboration with local communities, school districts, and individuals, to support students as they become fully productive members of society.

Facilitator: Mary Lane: New Hampshire Department of Education, Bureau of Special Education

Consultant responsible for New Hampshire Accessible Educational Materials; the New Hampshire Parent Involvement Survey and the New Hampshire Family School Partnership Initiative

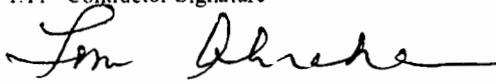
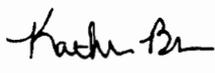
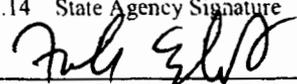
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Scholastic Inc.		1.4 Contractor Address 557 Broadway New York, New York 10012	
1.5 Contractor Phone Number 800-825-4579 Opt. 6	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$905,530.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Toni Abrahams, Vice President of Operations	
1.13 Acknowledgement: State of Connecticut, County of Fairfield On May 18, 2017, 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 KATHLEEN BROWN NOTARY PUBLIC OF CONNECTICUT Comm. # 173021 My Commission Expires 12/31/2021			
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: 7/20/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

Exhibit A

SCOPE OF SERVICES

Scholastic Inc., will provide the New Hampshire Department of Education, Bureau of Special Education with the following services under the New Hampshire Special Education Family and School Partnership Initiative:

- An approach for improving school and family partnerships;
- A set of guiding principles to inform the development of such partnerships and their expected outcomes;
- A set of evidence-based strategies that will be used to assist families, schools, districts, and communities in developing and sustaining such partnerships
- Utilize 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;
- Address both the policies and practices that guide family, student, and school partnerships;
- Build the capacity of schools and districts to strengthen family, student, and school partnerships through the implementation of evidence-based and culturally responsive practices;
- Provide technical assistance and support to all project partners;
- Support leadership development for all project partners;
- Rely on the use of data to inform planning and improvement activities;
- Incorporate a performance management system that promotes involvement of parents in the special education process as a means of improving services and results for children with disabilities;
- Align with other family serving organizations across the State of New Hampshire and current Department of Education initiatives and the Bureau of Special Education priorities, including the Indicators on the Statewide Performance Plan (SPP) with a specific focus on Indicator 8, Parent Involvement, and the Office of Student Wellness principles for family and youth engagement and empowerment. These efforts include participation in Bureau meetings periodically to share information as required and attend other assigned meetings that support the Bureau of Special Education initiatives;
- Systematic evaluation of the effectiveness of each primary component of the plan, including, but not limited to, specific district- and school-based strategies designed to promote meaningful parent and youth involvement. This plan should include specific timelines, measures, and proposed approaches to data analysis. The plan will describe the method used to collect and analyze data specific to goals, objectives, activities and outcomes as part of an on-going measure of the effectiveness of this initiative. The method should include a description of how the results of the evaluation will inform decisions regarding possible revisions to the overall model or any of its components, e.g., training, staffing, materials, implementation, etc. The evaluation plan should take into account existing data from the Indicator 8 survey, data to be collected in forthcoming survey administrations, and other sources of data that can provide convergent evidence of the efficacy of the project in developing, supporting, and evaluating improvement strategies that focus on building school-family partnerships that foster student success;
- Identify an approach to strategic communication with all project partners;
- Sustaining family, student, and school partnerships beyond the scope of New Hampshire Special Education Family and School Partnership Initiative:

Initial 
Date 5/18/17

Exhibit A

SCOPE OF SERVICES (cont'd)

- Provide a timeline for each year of the project that includes when goals and objectives will be accomplished, and when all activities will begin and end based on the Family School Partnership Framework. This timeline must include the activities that will be implemented; the resources that will be used to implement them, and the expected outcome(s) of each activity. All documents used in technical assistance activities must be submitted to the Bureau Administrator prior to dissemination. All documents created shall be the property of the Bureau of Special Education.
- Reporting: provide an annual report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of each project year. The first report will include strategies for improvement. The final report will include a comprehensive overview of the entire project.

Initial AL
Date 5/18/17

Exhibit B

Budget

Year One Description of Services Provided	Number of Participants in Training	Unit Price	FY'18 July 1, 2017- June 30, 2018
Grant activity overview and work meeting to select 24 participating schools	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Orientation meeting to describe the upcoming year's grant activities	24 School Principals or designated representatives. (1 meeting)	\$5,000.00	\$5,000.00
Administrator Scholastic Family Engagement Assessment (FEA) to 2 schools each at 12 districts (onsite and virtual); culminating with 1 day professional learning session	12 small group district teams, consisting of members from participating schools (12 sessions)	\$15,000.00	\$180,000.00
Family Engagement Assessment follow-up consultative sessions	4 schools per day meet at common location (6 small groups, 4 sessions)	\$5,000.00	\$20,000.00
Dr. Karen Mapp's Family Engagement Workshop Series (3-day workshop)	School-based training with up to 30 participants each cohort: Each cohort will consist of 10 members from 3 district attendance areas 5 members per participating school and community (4 sessions)	\$20,000.00	\$80,000.00
Mapp Workshop follow-up onsite consultative sessions	4 small-group, school team from 6 schools per day to meet at common area (4 sessions)	\$5,000.00	\$20,000.00
Project Manager virtual attendance at designated meetings (approximately 2 hours each)	Scholastic Project Manager and 6 district personnel (6 meetings)	\$1,430.00	\$8,580.00
Project Manager onsite attendance at designated meeting (full day)	Scholastic Project Manager and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$328,580.00

Initial SA
Date 5/18/17

Year Two Description of Services Provided	Number of Participants in Training	Unit Price	FY'19 July 1, 2018 - June 30, 2019
Grant activity review of previous year, overview plans for upcoming year; answer questions about project	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Orientation meeting to describe the upcoming year's grant activities	24 school Principals or designated representatives (1 meeting)	\$5,000.00	\$5,000.00
Full day of workshops: ➢ Addressing Barrier to Learning (AM) ➢ Special Education (PM)	4 Cohorts: 30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshops	12 schools at common location; small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Full day of workshops: ➢ Mental Health ➢ Restorative Practices ➢ Diverse Populations: Strategies for Engaging Families ➢ Parent Coordinator 101	4 Cohorts: 30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions	12 schools per day at common location: small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Full day of workshops: ➢ Student Motivation (AM) ➢ Social Skills (PM)	30 participants each day (5 members from each participating school, 4 sessions)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshops	12 schools per day at common location: small group, school teams (up to 30 participants, 2 sessions)	\$5,000.00	\$10,000.00
Book Study: Powerful Partnerships: A Teacher's Guide to Engaging Families to Student Success (Dr. Mapp)	3 books per school for book study, plus 3 books per 12 districts, plus 3 books per each SAU statewide	\$30.00	\$12,150.00
Book Study: Facilitation Discussion Sessions (Virtual)	Up to 30 participants per session (3-4 participants from each school, 4 sessions over course of year)	\$2,500.00	\$10,000.00
Training, based on Dr. Mapp's Workshop Series, for new staff who are added to lighthouse schools	Up to 30 new staff (or continuing staff as a refresher) selected from the 24 schools and/or SAUs (1 session)	\$5,000.00	\$5,000.00

Initial AL
Date 5/18/17

Year Two (cont'd) Description of Services Provided	Number of Participants in Training	Unit Price	FY'19 July 1, 2018- June 30, 2019
Half-day workshop (2 held on same day): ➤ Scholastic Literacy Events Training	6 Cohorts: Up to 30 participants each training (1.5 persons per each school attendance area)	\$5,000.00	\$30,000.00
Scholastic Literacy Events Kits for schools to train parents	One grade-level kit (K-5) per grade (6 grades x 24 schools = 144)	\$435.00	\$62,640.00
Process Condition Evaluation of retooled parent events (onsite coaching to observe family engagement event)	Events must be held during the same week for participating schools (5 sessions)	\$2,500.00	\$12,500.00
Follow-up virtual session to discuss the rubric results of the Process Condition Evaluation	Schools that had parent event observations	\$2,500.00	\$2,500.00
Virtual attendance at designated meetings (approximately 2 hours)	Scholastic Project and TBD (6 sessions)	\$1,430.00	\$8,580.00
On-site attendance at designated meeting (full day)	Scholastic Project and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$253,370.00
Year Three Description of Services Provided	Number of Participants in Training	Unit Price	FY'20 July 1, 2019- June 30, 2020
Project Manager to provide grant activity review of previous year and overview plans for upcoming year; answer question about project	5-10 NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Project Manager to provide orientation meeting to describe the upcoming year's grant activities	Principals and SAU representatives (1 meeting)	\$5,000.00	\$5,000.00
Establishing a Model Family Literacy Center Workshop	4 Cohorts: 30 participants each day (5 members from each participating school area or SAU)	\$5,000.00	\$20,000.00
Follow-up onsite consultative sessions subsequent to workshop	10 Cohorts statewide: Small-group teams on establishing Family Literacy Centers	\$5,000.00	\$50,000.00
Filming of schools	24 sites, 3 hours each	\$1,041.66	\$25,000.00
Coach the Coach for sustainability	24 school/SAU representatives, divided into 4 full day sessions	\$5,000.00	\$20,000.00

Initials SA

Date 5/18/17

Year Three (cont'd) Description of Services Provided	Number of Participants in Training	Unit Price	FY'20 July 1, 2019- June 30, 2020
Family Engagement Assessment	Conducted at 24 schools (12 sessions)	\$15,000.00	\$180,000.00
Virtual attendance at designated meetings (approximately 2 hours)	Scholastic Project Manager and TBD (6 sessions)	\$1,430.00	\$8,580.00
On-site attendance at designated meeting (full day)	Scholastic Project Manager and TBD (1 meeting)	\$5,000.00	\$5,000.00
On-site delivery of End-of-Year Report, Q&A, Professional Learning	Small group of NHDOE, Bureau of Special Education Officials (1 meeting)	\$5,000.00	\$5,000.00
Total			\$323,580.00

Limitations on Price: This contract will not exceed \$905,530.00

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

Account: 06-56-56-562510-41100000-102-500731 FY'18 FY'19 FY'20
 Contracts for Program Services \$328,580.00 \$253,370.00 \$323,580.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th 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 will be submitted to:

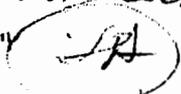
Mary Lane, Project Director
 New Hampshire Special Education Family and School Partnership Initiative
 NH Department of Education
 Bureau of Special Education
 101 Pleasant Street
 Concord, New Hampshire 03301

Initial 
 Date 5/18/17

Exhibit C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Any pre-existing materials, programs, records, documents, graphs and photographic material or other reproductions provided by the Contractor (hereafter referred to as "Pre-Existing Materials") in connection with the performance of Services herein, shall remain the property of Contractor and Contractor shall retain all right, title and interest in and to its copyright and/or intellectual property rights in such Pre-Existing Materials. Contractor shall grant the State a limited license to use such Pre-Existing Materials in connection with the Services hereunder and any applicable Terms of Use. All State information or data shall remain the property of the State.

"This provision does not waive the state's responsibility under
RSA 91-A." 
7/5/17

Initial 
Date 5/18/17

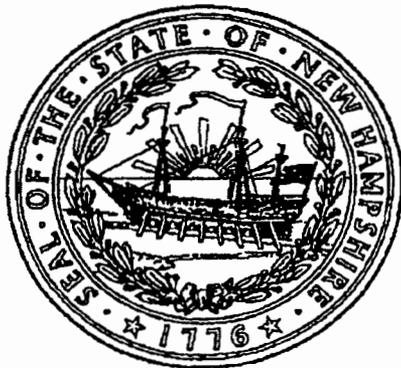
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SCHOLASTIC INC. is a New York Profit Corporation registered to transact business in New Hampshire on November 17, 2016. 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: 759969



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
04/17/2017

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		CONTACT NAME	
Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A ACE American Insurance Company	NAIC # 22667-001
		INSURER B The Travelers Indemnity Company	25658-900
		INSURER C ACE Fire Underwriters Insurance Company	20702-001
		INSURER D Indemnity Insurance Company of North Amer	43575-001
		INSURER E	
		INSURER F	
INSURED			
Scholastic Inc. and all its wholly owned subsidiaries 557 Broadway, 7th Floor New York, NY 10012			

COVERAGES

CERTIFICATE NUMBER: 25447346

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDOG27863371	2/28/2017	2/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-12T03404-17-NF	2/28/2017	2/28/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCFC49113845	2/28/2017	2/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC49113821	2/28/2017	2/28/2018	E.L. EACH ACCIDENT \$ 1,000,000
A				WLRC49113833	2/28/2017	2/28/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Covers all Scholastic Services and Activities for Contract Period: July 1, 2017 to June 30, 2020

The State of New Hampshire Department of Education is included as an Additional Insured as respects to General Liability.

The Umbrella policy is Follows Form.

CERTIFICATE HOLDER**CANCELLATION**

The State of New Hampshire Department of Education Attn: Barbara Dauphinais, Program Specialist Bureau of Special 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

Coll:5062917 Tpl:2144095 Cert:25447346 © 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Assistant Secretary

The undersigned, Teresa M. Connelly, Assistant Secretary of Scholastic Inc., a corporation organized and existing under the laws of the State of New York (the "Company") does hereby certify that:

As of the date hereof, the person named below is a duly elected officer of the Company authorized to sign the agreements for the Company.

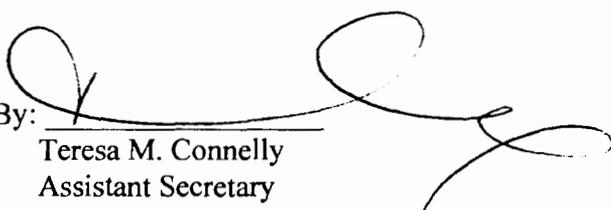
<u>NAME</u>	<u>TITLE</u>
Toni Abrahams	Vice President of Operations

Attached hereto as Annex A is true and complete copy of resolutions of the Board of Directors of the Company duly adopted by a unanimous written consent in lieu of a meeting on September 21, 2016. Such resolutions have not in any way been revoked, annulled, rescinded, modified or amended since their date of adoption to and including the date hereof and remain in full force.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of the Company, this 19th of May 2017.

By: _____

Teresa M. Connelly
Assistant Secretary



School Authorizations

RESOLVED, that any Vice President of Company, or any of its subsidiaries or divisions, be and hereby are authorized to make, execute and deliver contracts and any renewals thereof between the Company and state, city or local governing entities representing superintendents of schools, boards of education, school districts or other systems of school organization to enable the Company to offer its products for adoption, sale and exchange in accordance with the respective school codes or regulations governing the same (“School Contracts”); and

FURTHER RESOLVED, that in connection with the School Contracts the following officers pursuant to the authority prescribed in the name and on behalf of the Company, as principal, and SafeCo Insurance Co., as surety (or other surety company as designated by the Treasurer) be, and each of them hereby is, authorized and empowered to execute and deliver such bonds or other assurances, in such form as the proper governing or education authorities may require:

Chief Financial Officer, Treasurer, and Vice President-Finance, individually	No limit
Senior Vice President-Education, individually	Up to \$100,000
Vice Presidents, individually	Up to \$10,000

FURTHER RESOLVED, that, if a specific form of resolution relating to authorization for said contracts and bonds is prescribed by said governing entities, each such resolution shall be deemed to have been, and it hereby is, adopted by this Board of Directors and that the Secretary or any Assistant Secretary be, and each of them hereby is, authorized to certify the adoption of any such resolution as though the same had been presented to this meeting, all such resolutions so certified to be made a part of the records of the Company.

FURTHER RESOLVED, that each of the foregoing officers of the Company be, and each of them hereby is, further authorized and empowered to do all acts and things and to execute and deliver all documents and instruments whatsoever which may be necessary, proper or advisable to validate such contracts and bonds under the laws of the respective states or other governing entities relating thereto.



Mission Statement of Scholastic

The Scholastic mission is to positively impact the lives of children by engaging and inspiring them to grow intellectually and personally, beginning with literacy.

CREDO

Scholastic produces educational materials to assist and inspire students:

- To cultivate their minds to utmost capacity
- To become familiar with our cultural heritage
- To strive for excellence in creative expression in all fields of learning, literature, and art
- To seek effective ways to live a satisfying life
- To enlarge students' concern for and understanding of today's world
- To help build a society free of prejudice and hate, and dedicated to the highest quality of life in community and nation

We strive to present the clearest explanation of current affairs and contemporary thought, and to encourage literacy appreciation and expression consistent with the understanding and interests of young people at all levels of learning.

We believe in:

- The worth and dignity of each individual
- Respect for the diverse groups in our multicultural society
- The right of each individual to live in a wholesome environment, and equally, the personal responsibility of each individual to help gain and preserve a decent and healthful environment, beginning with informed care of one's own body and mind
- High moral and spiritual values
- The democratic way of life, with basic liberties – and responsibilities – for everyone
- Constitutional, representative government, and evenhanded justice that maintains equality of rights for all people
- Responsible competitive enterprise and responsible labor with opportunities for all
- Cooperation and understanding among all people for the peace of the world

We pledge ourselves to uphold the basic freedoms of all individuals; we are unalterably opposed to any system of government or society that denies these freedoms. We oppose discrimination of any kind on the basis of race, creed, color, sex, age, or national origin. Good citizens may honestly differ on important public questions. We believe that all sides of the issues of our times should be fairly discussed – in classroom magazines, books and other educational materials used in schools and homes.

Company Overview

Scholastic, headquartered in New York, has been in existence since 1920. The Corporation is the world's largest publisher and distributor of children's books, a leading provider of print and digital instructional materials for PreK to grade 12, and a producer of educational and entertaining children's media. Through our collaboration with thousands of schools and organizations, Scholastic Education division is pleased to be recognized as an active literacy partner in providing educators with Family and Community Engagement (FACE) programs and services, professional development services in literacy instruction, and Learning Supports. The company creates quality books and eBooks, educational materials and programs, classroom magazines, and other products that, in combination, offer schools customized, balanced literacy solutions to support children's learning both at school and at home.

Scholastic seeks to foster literacy and to strive for excellence in all fields of learning and literature, while respecting the worth and dignity of each individual student and educator it reaches. Scholastic operates in 13 countries and exports to more than 150 countries around the world, bringing high-quality books and researched-based educational materials to children in more than 40 languages. Every year Scholastic's 6,500 employees ship more than 500 million books and educational products worldwide.

Directors and Officers

Directors

- Richard Robinson, Chairman of the Board, President and Chief Executive Officer
- Maureen O'Connell, Director and Executive Vice President
- Andrew S. Hedden, Executive Vice President, General Counsel, and Secretary

Officers

- Richard Robinson, Director, President, and Chief Executive Officer
- Maureen O'Connell, Director and Executive Vice President, Chief Financial Officer
- Gil A. Dickoff, Senior Vice President and Treasurer
- Teresa M. Connelly, Assistant Secretary

The board members of Scholastic Inc. are not compensated.

PERSONNEL AND RESUMES

Please see the attached resumes for the following Scholastic staff that will be assigned to the New Hampshire Department of Education Initiative:

- Sherril Wilson: Director of Consultative Services; Grant Project Manager
- Dr. Sheila Martin: Coach
- Karen Parker Thompson: Family Engagement Specialist
- Maria Fernandez: Family Engagement Specialist
- D'Lisa Crain: Family Engagement Specialist
- Teneh Weller: Family Engagement Specialist
- Jackie Garvey: Family Engagement Specialist
- Terri Dawson: Family Engagement Specialist
- Haji Shearer: Family Engagement Specialist
- Dawn Shearer-Coren: Family Engagement Specialist
- Debra "DJ" Corson: Family Engagement Specialist

DAWN SHEARER-COREN

dshearercoren@scholastic.com

CAREER SUMMARY

Seasoned educator with broad and deep knowledge of school structures, operations and challenges schools face. Proven track record for building meaningful relationships with youth and colleagues demonstrating a deep commitment for academic and social success of students. Deep knowledge and experience on engaging families. Experienced presenter/facilitator with knowledge of adult learning strategies and problem solving models.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York, NY <u>Family Engagement Specialist</u>	2015-Present
FAMILIES FIRST , Cambridge, MA <u>Training Coordinator</u>	2014-Present
MANHATTAN STRATEGY GROUP , NH <u>Family Engagement Resource Provider for 21st CCLCs</u>	2014-Present
BOSTON PUBLIC SCHOOL , Boston, MA <u>Network Liaison, Office of Family & Student Engagement</u>	2010-2014
EMPOWERING MULTICULTURAL INITIATIVES-EMI , Waltham, MA <u>Instructor/Trainer</u>	2007-Present

EDUCATION

BA Sociology	Suffolk University
AA Liberal Arts and Sciences	Middlesex Community College

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Guidance Counselor and Adjustment Counselor	MA DESE
Ed M Individualized	Harvard Graduate School of Education

DEBRA JANE (DJ) CORSON

dicorson@mchsi.com

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC., New York, NY <u>Family Engagement Specialist</u>	2015-Present
VISIONS UNLIMITED, Waterloo, IA <u>Chief Learning Officer</u>	1990-Present
HAWKEYE COMMUNITY COLLEGE, Waterloo, IA <u>Director of Learning and Teaching Services</u>	2005-2012
GRANT WOOD AEA, Cedar Rapids, IA <u>Planning and Development Specialist</u>	2002-2005
AEA7, Cedar Falls, IA <u>Organizational Development Consultant</u>	1994-2002

EDUCATION

Masters of Education	University of Northern Iowa	1983
BA/Teaching Certificate	University of Northern Iowa	1979

D'LISA SHAWN CRAIN

dcrain@scholastic.com

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC., New York, NY <u>Family Engagement Specialist</u>	2015-Present
DEPARTMENT OF FAMILY SCHOOL PARTNERSHIPS WASHOE COUNTY, Washoe County, NV <u>Administrator</u>	2010-2015
NEVADA STATE PARENT INFORMATION & RESOURCE CENTER, Washoe County, NV <u>Administrator</u>	2007-2010
EDUCATION COLLABORATIVE OF WASHOE COUNTY, Reno, NV <u>PIRC Grant Coordinator</u>	2004-2007
CARE CHEST OF SIERRA NEVADA, Reno, NV <u>Development Director</u>	2001-2003

EDUCATION

Doctor of Philosophy	University of Nevada	Presently enrolled
Master of Arts	University of Phoenix	2006
BA Public Relations	California State University	2003

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Leader to Learn From	Education Week	2016
Educator of the Month	Reno Rotary Club	2014
NV State Professional- Technical Administrator of the Year	NV Assoc. of School Administrators	2011
Award for Supporting Students & Families	NV Public Education Foundation	2010
Panelist – National Forum for Family, School, and Community Engagement	USDE	2010

Haji Shearer

hshearer@scholastic.com

Career Summary

As a leader in family development and father engagement, my ability to identify solutions, communicate clearly and manage events produces interventions that strengthen families and communities.

Professional Experience

Scholastic Inc. , New York, NY <u>Family Engagement Specialist</u>	2015-Present
Self-Employed , Randolph, MA <u>Trainer, Facilitator, & Author</u>	2001-Present
Massachusetts Children's Trust Fund , Boston, MA <u>Director of the Fatherhood Initiative</u>	2006-Present
Family Nurturing Center of Massachusetts , Dorchester, MA <u>Fathers' Program Director</u>	1999-2006
Big Brother Association of Greater Boston , Boston, MA <u>Case Manager</u>	1998-2000

Education

BA	University of Massachusetts	1993
----	-----------------------------	------

Professional Credentials / Accolades / Awards / Other

Frances J. Bonner Award	Mass General Hospital Center for Diversity	2014
Fellowship	Writers' Room of Boston	2010
Emerging Leadership Award	A View from All Sides Parenting Conference	2006

JACQUELINE GARVEY

jgarvey@scholastic.com

CAREER SUMMARY

Jacqueline Garvey has been involved as a partner in education for many years. Through leadership roles in professional and volunteer positions, she has helped young people reach their potential; enabled parents to advocate for their children in the school setting; and educated educators about hands-on learning.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York, NY <u>Family Engagement Specialist</u>	2015-Present
JRG CONSULTING LLC , Indianapolis, IN <u>President</u>	2014-Present
MANHATTAN STRATEGY GROUP , Bethesda, MD <u>Family Engagement Resource Provider</u>	2013-Present
INDIANA PARTNERSHIPS CENTER , Indianapolis, IN <u>Executive Director</u>	2000-2014

EDUCATION

Graduate work, Education Leadership	Indiana University
BA, Liberal Arts	Indiana University

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Member, Executive Board	Indiana Communities in Schools	Present
Co-Creator	Indiana Academy for Parent and School Leadership	2002-2012
Lead Trainer	National Youth Leadership Council	2000

KAREN PARKER THOMPSON

kparkerthompson@scholastic.com

CAREER SUMMARY

Enthusiastic, passionate, and entrepreneurial professional with over 15 years of experience collaborating with educational institutions and organizations, non-profits, government agencies, businesses, community leaders, and families in the area of family and community engagement, outreach, and advocacy. Works in partnership "with" clients to develop and enhance family and community engagement practices. Innovative blend of organization development tools and resources with family engagement approaches, strategies, practices, and planning processes.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York, NY <u>Family Engagement Specialist</u>	2015-Present
MANHATTAN STRATEGY GROUP , Bethesda, MD <u>Engagement and Outreach Consultant</u>	2011-2015
ALEXANDRIA CITY PUBLIC SCHOOLS , Alexandria, VA <u>District Administrator, Family Engagement and Community Resources</u>	2000-2011

EDUCATION

MS – Organization Development	American University	2013
BA – Mass Communications	University of South Florida	1981

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Organization Development Certificate	NTL Institute of Applied Behavioral Science	2013
Graduate International Residency	American University	2012
Member, Board of Directors	Teaching for Change	2000-2010

MARIA FERNANDEZ

mfernandez@scholastic.com

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC., New York, NY <u>Family Engagement Specialist</u>	2015-Present
DEPARTMENT OF FAMILY-SCHOOL PARTNERSHIPS, Washoe County, NV <u>Parent University Coordinator</u>	2011-2015
DEPARTMENT OF FAMILY-SCHOOL PARTNERSHIPS, Washoe County, NV <u>Family Engagement Coordinator</u>	2009-2011
WASHOE COUNTY SCHOOL DISTRICT, Reno, NV <u>Substitute Teacher</u>	2006-2009

EDUCATION

Master of Science in Equity & Diversity in Educational Settings	University of Nevada	2014
Bachelor of Science in Business	University of Nevada	2009

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Presenter	Harvard Family Research Project Webinar	2015
Member	Head Start Policy Council	2010-Present
Member	Council of Family Engagement	2009-Present

Shelia Martin

Martinshelia101@gmail.com

CAREER SUMMARY

To assist school district administrators and leaders in utilizing and implementing Integrated Learning Supports to create a positive cultural change that will impact learning environments in the transformation of schools by sustaining best practices in collaboration with community stakeholders and professionals.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York <u>Coach</u>	2015 – Present
MOBILE COUNTY PUBLIC SCHOOL SYSTEM , Mobile, AL <u>Executive Director of Special Services</u>	2004 - 2015
MOBILE COUNTY PUBLIC SCHOOL SYSTEM , Mobile, AL <u>Resource Teacher</u>	1996 - 2004
MOBILE COUNTY PUBLIC SCHOOL SYSTEM , Mobile, AL <u>Special Education Teacher</u>	1996 - 2004
MOBILE COUNTY PUBLIC SCHOOL SYSTEM , Mobile, AL <u>Special Education Teacher</u>	1979 - 1996

EDUCATION

Doctor of Education/Educational Leadership NOVA Southeastern 2003
Masters of Science/Specific Learning Disabilities University of South Alabama 1985
Bachelor of Science/Special Education University of South Alabama 1979

PROFESSIONAL CREDENTIALS

Educational Administration (081 Alabama Administration and Supervision N-12) 1997
Certified Trainer in Creating High Performance Learning Culture (Southern Regional Education Board) 2005
District Trainer for Rigor, Relevance, and Engagement 2014
Managing Crisis Safely Certified Trainer 2013

ACCOLADES / AWARDS / OTHER

- Developed the Little Tree Preschool Program of Mobile to integrate disabled students with nondisabled students in local schools and in private organizations
- State Special Education Director/Coordinator of the Year (2005)
- Designed Project Cruise to train out-of-field special education teachers
- Modeled the current use of feeder pattern monitoring teams in the Mobile County School System
- Developed a collaborative inclusion model in Mobile County using the State Improvement Grant of Alabama
- Knowledge of federal and state education policy, current legislation, and funding streams
- Understanding of best practices related to developing and implementing a comprehensive, multifaceted, and cohesive system for addressing barriers to learning and teaching and reengaging disconnected students
- Understanding of best practices related to school transformation and improvement

- Understanding of best practices for accomplishing large scale, sustainable systemic changes
- History of working collaboratively with professionals and other stakeholder groups
- History of building consensus among professionals and other stakeholder groups
- Solid oral and written communication and analytical skills
- Top level leadership, judgment, and problem-solving skills
- Ability to work effectively across units in the department and across agencies
- Ability to multi-task and produce effective results
- Ability to work effectively under pressure
- Evidenced concern for and commitment to improving schools for all young people, particularly from economically disadvantaged backgrounds and those with disabilities

SHERRI WILSON

swilson@scholastic.com

CAREER SUMMARY

Program Development and Content Expertise – Provided leadership and oversight for all programmatic aspects and activities. Established meaningful objectives, oversaw budgets and timelines. Experience working with diverse teams in onsite and remote locations to implement and sustain programs that fulfill expectations while maintaining fidelity and sustainability.

Meaningful Partnership Experience – Provided top-level operating and strategic leadership to nonprofit organizations seeking to expand their reach through leveraged partnerships. Managed complex multi-agency partnerships with diverse high profile stakeholders to develop products and curriculums.

Communication Skills – Adept at utilizing social media strategies to engage diverse audiences. Utilized strong communication skills to improve programs while working proactively with internal and external clients and teams of cross-functional professionals. Demonstrated abilities leading presentations, meetings, negotiations, training, and instruction. Over 40 presentations delivered at state, national, and international conferences.

Resource Development – Highly skilled technical writer with extensive experience in developing successful state and federal grant applications. Developed 33 successful grant applications worth in excess of \$25 million for parks, hospitals, schools and community agencies.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York, NY <u>Director of Consultative Services</u>	2015-Present
NATIONAL PTA , Alexandria, VA <u>Senior Manager of Family and Community Engagement</u>	2011-2015
ALABAMA PARENT EDUCATION CENTER , Wetumpka, VA <u>Alabama PIRC Director</u>	2002-2011

EDUCATION

MBA, Marketing	Columbia Southern University	2013
BA, Business Administration/Marketing	Columbia Southern University	2010

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Bammy, Parent Leader	Academy for Education Arts & Sciences, International	2014
Educator Voice Award	Academy for Education Arts & Sciences, International	2014
Board of Directors	National Association for Family School Community Engagement	2013-Present
Vice President, Programs	Alabama PTA	2008-2010

TENEH WELLER

tweller@scholastic.com

CAREER SUMMARY

Vast leadership experience in the fields of education and community empowerment, with a dedication to the development of underrepresented communities.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC., New York, NY <u>Family Engagement Specialist</u>	2015-Present
HIGH EXPECTATIONS PARENTAL SERVICE LLC, Oakland, CA <u>Executive Director</u>	2007-2015
EDUCATION FOR CHANGE, Oakland, CA <u>Teacher, Cox Academy</u>	2005-2007

EDUCATION

BA English	Xavier University of New Orleans	1994
------------	----------------------------------	------

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Multiple Subject Teaching Credential	Patten College	2000
--------------------------------------	----------------	------

TERRI DAWSON

tdawson@scholastic.com

CAREER SUMMARY

Dynamic public speaker and trainer with 25 years of experience on a state and national level. Strong advocate for at-risk students and their families, empowering them to be more actively engaged in their education and learning for increased independence and quality of life.

PROFESSIONAL EXPERIENCE

SCHOLASTIC INC. , New York, NY <u>Family Engagement Specialist</u>	2015-Present
PARENT INFORMATION CENTER , Buffalo, WY <u>Director</u>	1991-2015
PARENT EDUCATION NETWORK , Buffalo, WY <u>Director</u>	1998-2013
PARENTS HELPING PARENTS OF WY , Buffalo, WY <u>Founder/Executive Director</u>	1990-2015

EDUCATION

Master of Public Administration	University of Wyoming	2006
Bachelor of Social Work	University of Wyoming	1994

PROFESSIONAL CREDENTIALS / ACCOLADES / AWARDS / OTHER

Member	WY Title I Committee of Practitioners	2010-2015
Special Quest State Team Member	WY Institute on Disabilities	2006-2009
Member, Chairperson	State (Vocational) Rehabilitation Council	2010-2015

2015/2016 ANNUAL REPORT

Full report is available online at: <http://investor.scholastic.com/>.



Consolidated Statements of Comprehensive Income (Loss)

	(Amounts in millions) For fiscal years ended May 31.		
	2016	2015	2014
Net income (loss)	\$ 40.5	\$ 294.6	\$ 44.4
Other comprehensive income (loss), net:			
Foreign currency translation adjustments	(8.1)	(15.3)	(3.1)
Pension and post-retirement adjustments:			
Amortization of prior service credit	(0.0)	(0.2)	(0.2)
Net actuarial gain (loss) associated with benefit plans	(1.6)	(6.3)	13.5
Total other comprehensive income (loss)	\$ (9.7)	\$ (21.8)	\$ 10.2
Comprehensive income (loss)	\$ 30.8	\$ 272.8	\$ 54.6

See accompanying notes

Consolidated Balance Sheets

	(Amounts in millions) Balances at May 31.	
ASSETS	2016	2015
Current Assets:		
Cash and cash equivalents	\$ 399.7	\$ 506.8
Restricted cash held in escrow	9.9	34.5
Accounts receivable (less allowance for doubtful accounts of \$16.1 and \$14.9, respectively)	196.3	193.8
Inventories, net	271.2	257.6
Deferred income taxes	—	81.0
Prepaid expenses and other current assets	72.5	33.7
Current assets of discontinued operations	0.5	3.1
Total current assets	950.1	1,110.5
Noncurrent Assets:		
Property, plant and equipment, net	437.6	439.7
Prepublication costs, net	41.8	51.7
Royalty advances (less allowance for reserves of \$90.1 and \$86.8, respectively)	44.0	39.3
Goodwill	116.2	116.3
Other intangibles	6.8	6.8
Noncurrent deferred income taxes	68.5	6.5
Other assets and deferred charges	48.1	51.5
Total noncurrent assets	763.0	711.8
Total assets	\$ 1,713.1	\$ 1,822.3
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Lines of credit and current portion of long-term debt	\$ 6.3	\$ 6.0
Accounts payable	138.2	146.8
Accrued royalties	31.6	26.8
Deferred revenue	23.5	21.5
Other accrued expenses	175.9	173.6
Accrued income taxes	1.6	158.8
Current liabilities of discontinued operations	1.2	14.1
Total current liabilities	378.3	547.6
Noncurrent Liabilities:		
Other noncurrent liabilities	77.2	69.8
Total noncurrent liabilities	77.2	69.8
Commitments and Contingencies:		
Stockholders' Equity:		
Preferred Stock, \$1.00 par value: Authorized, 2.0 shares; Issued and Outstanding, none	—	—
Class A Stock, \$0.01 par value: Authorized, 4.0 shares; Issued and Outstanding, 1.7 shares	0.0	0.0
Common Stock, \$0.01 par value: Authorized, 70.0 shares; Issued, 42.9 and 42.9 shares, respectively; Outstanding, 32.7 and 31.5 shares, respectively	0.4	0.4
Additional paid-in capital	600.7	591.5
Accumulated other comprehensive income (loss)	(86.7)	(77.0)
Retained earnings	1,059.8	1,039.9
Treasury stock at cost	(316.6)	(349.9)
Total stockholders' equity	1,257.6	1,204.9
Total liabilities and stockholders' equity	\$ 1,713.1	\$ 1,822.3

See accompanying notes

Consolidated Statements of Cash Flows

	(Amounts in millions) Years ended May 31.		
	2016	2015	2014
Cash flows - operating activities:			
Net income (loss)	\$ 40.5	\$ 294.6	\$ 44.4
Earnings (loss) from discontinued operations, net of tax	(3.5)	279.1	31.1
Earnings (loss) from continuing operations	44.0	15.5	13.3
Adjustments to reconcile earnings (loss) from continuing operations to net cash provided by (used in) operating activities of continuing operations:			
Provision for losses on accounts receivable	12.3	10.6	7.3
Provision for losses on inventory	12.0	21.7	23.7
Provision for losses on royalty advances	4.1	3.6	6.5
Amortization of prepublication and production costs	26.4	30.4	32.9
Depreciation and amortization	39.3	48.3	61.6
Amortization of pension and post-retirement actuarial gains and losses	4.4	6.9	5.6
Deferred income taxes	18.8	(3.5)	8.9
Stock-based compensation	9.7	8.8	8.4
Income from equity investments	(3.5)	(2.0)	(2.6)
Non cash write off related to asset impairments	14.4	15.8	28.0
Unrealized (gain) loss on investments	(2.2)	(0.6)	5.8
Changes in assets and liabilities, net of amounts acquired:			
Accounts receivable	(18.7)	1.6	(42.7)
Inventories	(27.8)	(33.4)	(19.3)
Prepaid expenses and other current assets	(33.3)	0.0	24.4
Deferred promotion costs	(1.1)	(0.3)	(0.2)
Royalty advances	(9.1)	(6.2)	(7.6)
Accounts payable	(12.7)	12.1	(9.7)
Other accrued expenses	2.8	5.3	7.3
Accrued income taxes	(155.2)	(24.6)	1.4
Accrued royalties	5.2	(3.1)	0.5
Deferred revenue	2.2	2.2	1.7
Pension and post-retirement obligations	(2.1)	(2.2)	(16.2)
Other noncurrent liabilities	0.4	2.5	(29.4)
Other, net	1.7	(1.1)	(4.4)
Total adjustments	(112.0)	92.8	91.9
Net cash provided by (used in) operating activities of continuing operations	(68.0)	108.3	105.2
Net cash provided by (used in) operating activities of discontinued operations	(10.9)	58.6	51.6
Net cash provided by (used in) operating activities	(78.9)	166.9	156.8
Cash flows - investing activities:			
Prepublication and production expenditures	(25.2)	(29.0)	(35.9)
Additions to property, plant and equipment	(35.6)	(30.3)	(26.5)
Proceeds from sale of assets	3.3	0.7	1.3
Loan to investee	—	(3.0)	—
Repayment of loan to investee	—	4.8	—
Other investment and acquisition related payments	(3.7)	(8.3)	(1.0)
Building purchase	—	—	(253.9)
Other	—	1.1	1.0
Net cash provided by (used in) investing activities of continuing operations	(61.2)	(64.0)	(315.0)
Working capital adjustment/Proceeds from sale of discontinued assets	(2.9)	577.7	—
Changes in restricted cash held in escrow for discontinued assets	24.6	(34.5)	—
Other cash provided by (used in) investing activities of discontinued operations	—	(33.9)	(30.7)
Net cash provided by (used in) investing activities	(39.5)	445.3	(345.7)

See accompanying notes

Consolidated Statements of Cash Flows

	(Amounts in millions) Years ended May 31.		
	2016	2015	2014
Cash flows - financing activities:			
Net (repayments) borrowings under credit agreement and revolving loan	—	(120.0)	120.0
Borrowings under lines of credit	39.0	350.9	207.4
Repayments of lines of credit	(36.5)	(359.9)	(193.5)
Repayment of capital lease obligations	(0.8)	(0.2)	(0.2)
Reacquisition of common stock	(14.4)	(3.5)	(6.2)
Proceeds pursuant to stock-based compensation plans	45.3	26.0	11.2
Payment of dividends	(20.5)	(19.7)	(17.8)
Other	(0.1)	2.1	1.6
Net cash provided by (used in) financing activities of continuing operations	12.0	(124.3)	122.5
Net cash provided by (used in) financing activities of discontinued operations	—	(0.2)	—
Net cash provided by (used in) financing activities	12.0	(124.5)	122.5
Effect of exchange rate changes on cash and cash equivalents	(0.7)	(1.8)	(0.1)
Net increase (decrease) in cash and cash equivalents	(107.1)	485.9	(66.5)
Cash and cash equivalents at beginning of period	506.8	20.9	87.4
Cash and cash equivalents at end of period	\$ 399.7	\$ 506.8	\$ 20.9
	2016	2015	2014
Supplemental Information:			
Income taxes payments (refunds), net	\$ 183.3	\$ 34.2	\$ 2.0
Interest paid	1.6	3.2	7.1

See accompanying notes

Report of Independent Registered Public Accounting Firm

THE BOARD OF DIRECTORS AND STOCKHOLDERS

OF SCHOLASTIC CORPORATION

We have audited the accompanying consolidated balance sheets of Scholastic Corporation as of May 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the three years in the period ended May 31, 2016. Our audits also included the financial statement schedule listed in the Index at Item 15(c). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Scholastic Corporation at May 31, 2016 and 2015, and the consolidated results of its operations and its cash flows for each of the three years in the period ended May 31, 2016, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Scholastic Corporation's internal control over financial reporting as of May 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated July 26, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

New York, New York

July 26, 2016