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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

April 24, 2019

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract on a **sole source** basis with Advance Education, Inc., Dover, New Hampshire (vendor code 227974), in the amount of \$18,000.00, to receive, scan and convert student work samples for schools and districts using the PACE assessment in the state, for the period effective upon Governor and Council approval through June 30, 2019. 100% Private Local Funds

Funds to support this request are available in the account titled Academic Performance Assessment as follows:

	<u>FY 19</u>
06-56-56-565010-60390000-073-500581 Grants-Non Federal	\$18,000.00

EXPLANATION

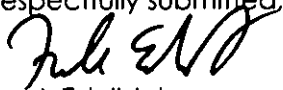
The Department is requesting that this amendment be **sole source** due to the fact that Advance Education, Inc., formerly Measured Progress, is located in New Hampshire and is well versed in New Hampshire law regarding student privacy. They have scanned student work throughout their long history with the New Hampshire Department of Education and will be scanning student work samples.

The student work to be scanned is used to make proficiency cut scores which will lead to proficiency determinations for all the students that attend schools using the PACE assessment for accountability. The student work is also used as a calibration tool ensuring scoring between schools is valid and comparable across all schools using the PACE common tasks.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 24, 2019  
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In the event Private Local Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted:



Frank Edelblut  
Commissioner of Education

FE:jc:emr

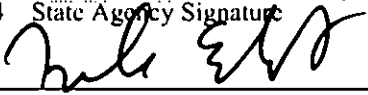
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

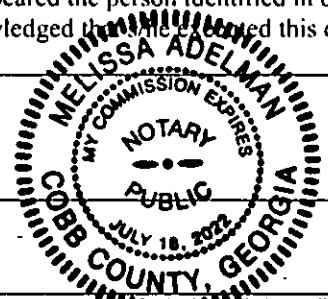
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Advance Education, Inc.		1.4 Contractor Address 100 Education Way, Dover, NH 03820	
1.5 Contractor Phone Number 603-749-9102	1.6 Account Number Sec Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$18,000.00
1.9 Contracting Officer for State Agency Julie Couch, Administrator, Bureau of Instructional Support		1.10 State Agency Telephone Number 271-0058	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark A. Elgart, President and CEO	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Cobb</u> On <u>4/17/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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 <u>Melissa Adelman Senior paralegal</u>			
1.14 State Agency Signature  Date: <u>5-2-19</u>		1.15 Name and Title of State Agency Signatory <u>Frank Elbert, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>RICHARD K. SARA</u>  On: <u>APRIL 29, 2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials                       
Date 4/17/19

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**

Advance Education, Inc. will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval through June 30, 2019:

Receipt of Materials and Document Preparation:

- provide a blank header template for the National Center for the Improvement of Educational Assessment (NCIEA) to distribute to districts providing student work

Note: Districts will ship materials to Advance Education, Inc. at their own cost.

- work with the NCIEA to document file naming conventions for each student work type. These conventions will be used in the PDF naming scheme.
- receive all student work in one delivery per district no later than 5/24/19

Note: Teachers will be required to fill out all required information and place a header on top of each student's work. Students will be required to have a separate header for each work type submitted (Body of work samples or PACE Common Tasks). Teachers will only place the last 4 digits of the student's unique ID on each sample submitted. The header will be the only document with the complete student ID. Any student work returned improperly will be documented and communicated to the NCIEA. This may result in a delay in the PDFs for that district.

- remove any foreign materials from documents as to not damage scanning equipment (staples, paper clips, etc.)
- create 8.5 x 11 sized copies of any sheets that do not meet these scanning requirements before processing. These copies will be provided with the original materials post processing.

Note: Teachers will be required to write the last 4-digits of the 10-digit state issued student ID number (SASID) in the top right hand corner of each document.

- create a unique barcode using the student ID provided on the header. This barcode will be attached to the bottom of the header by Advance Education, Inc. staff and used to systematically catalog images by student ID and work type.

Scanning and Document Conversion:

- implement, execute, monitor and control all operational aspects that ensure accurate scanning functionality
- ensure that the integrity of booklets and student response documents are maintained during the scanning process
- ensure documents are captured in jpeg format by district, header, and work type
- convert jpeg images to multipage PDFs by work type using naming conventions agreed on by Advance Education, Inc. and NCIEA

- deliver PDFs to a secure data delivery site provided by NCIEA
- retain original documents until 6/30/19 for districts to come pick up. Advance Education, Inc. will destroy documents thereafter.

Material and Information Security:

- implement, execute, monitor and control a security process to quickly identify, address and communicate vulnerabilities and security breaches related to all content, materials and data under their guard
- actively protect the security of paper-based test materials and student data including data at rest and electronic data in transit. Some examples included are accounting for and protecting secure materials at all stages of retrieval, receipt, scanning, data transfer, and document and data retention.
- implement, execute, monitor and control procedures regarding complete compliance of confidentiality of student data and personally identifiable information following the Family Educational Rights and Privacy Act (FERPA) any other state requirements regarding data privacy laws.

Processing of Materials:

- Grade 3, Math only
- Grade 4, ELA only
- Grade 5, 6, 7, ELA and Math
- Grade 8, Science only

Schools or Districts include:

- Concord
- Epping
- Rochester
- Sanborn Regional
- Monroe
- Seacoast Charter
- Bethlehem Elementary
- Pine Tree School (Conway)
- Laconia Elementary Schools
- Amherst Middle School
- Haverhill School District (SAU 23)
- Newport Elementary and Middle School



High Level Project Milestones:

Project Milestone	Date
Kick-off Meeting	TBD: once contract is executed
Delivery of header file and return address labels to NCIEA	TBD: once contract is executed
Detailed document outlining file naming conventions	TBD: once contract is executed
NCIEA provides secure delivery site for delivery of student work	TBD: once contract is executed
Sample PDFs delivered to NCIEA	TBD: once contract is executed
Scanning and conversion applications set to production	TBD: once contract is executed
Receipt and processing of student work	5/24/19
Delivery of converted PDFs to NCIEA	6/14/19

EXHIBIT B  
BUDGET

**Budget** (through June 30, 2019)

Professional services (flat fee rate of \$18,000.00 for services)

**Limitation on Price:** In no case shall the contract exceed the price limitation of \$18,000.00.

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

565010	<i>Mar 4/29/19</i>	Grants-Non Federal	<i>Mar 4/29/19</i>	FY 19
06-56-56-502010-60390000-073-500581		<del>Grants to Non-profits - State</del>		\$18,000.00

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

Invoices and reports shall be submitted to:

Julie Couch  
Administrator  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Exhibit C

None

**EXHIBIT D****Contractor Obligations**

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

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

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

**Breach**

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

**Fraud and False Statements**

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


**Environmental Protection**

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

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

**Procurement of Recovered Materials**

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

Contractor Initials   
Date 2/13/19

**Exhibit E**

**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials *JMM*  
Date *9/17/18*

**Exhibit F****Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials *MLP*  
Date *4/17/18*

**Exhibit G****Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality****Rights to Inventions Made Under a Contract or Agreement**

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

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

**Confidentiality**

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

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

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

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

**Ownership of Intellectual Property**

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

Contractor Initials

Date

Handwritten signature and date: The signature is written in black ink and appears to be "M. J. [unclear]". The date is written as "4/1/19".

**Exhibit H****Termination****a. Termination for Cause**

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

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.  
If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.  
If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.


**b. Termination for Convenience**

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

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

**c. The DOE's Right to Proceed with Work**

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

Contractor Initial   
Date 1/11/19



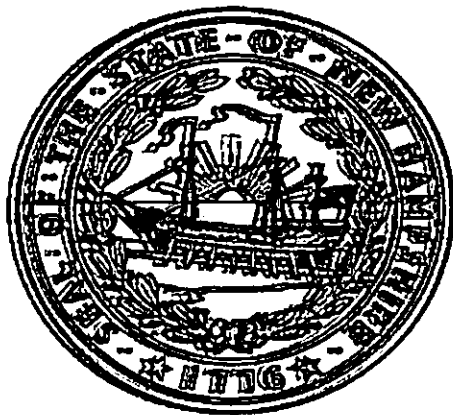
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADVANCE EDUCATION, INC. is a Georgia Nonprofit Corporation registered to transact business in New Hampshire on September 13, 2018. 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: 803147

Certificate Number: 0004438411



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2019.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without a Seal)

1. Ken Bergman, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be signatory)

(1) I am the duly elected officer of Advance Education, Inc.  
(Corporation Name)

(2) The following is a true copy of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 26, 2018.  
(Date)

RESOLVED: That Mark A. Elgart, President and CEO is hereby authorized on behalf of this Corporation to enter execute contracts in the name and on behalf of the Corporation, and such execution of any contracts or obligations shall be valid and binding upon this Corporation.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 17 day of April, 2019.  
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 17 day of April, 2019.  
(Day) (Month) (Yr) (Must be same date as the contract date)

[Signature]  
(Signature of Officer of Corporation)

STATE OF ~~NEW HAMPSHIRE~~ Georgia

COUNTY OF Cobb

On April 17, 2019, the foregoing instrument was acknowledged before me.

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

[Signature]

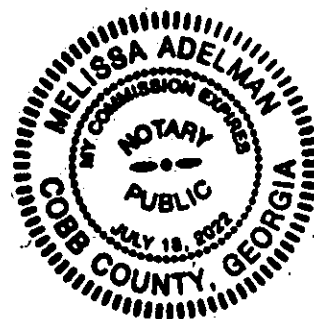
My commission expires on:

July 18, 2020

Notary Public/Justice of the Peace

SUBSCRIBED TO AND SWORN BEFORE ME  
THIS 17<sup>th</sup> DAY OF April, 2019

[Signature]  
NOTARY PUBLIC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/2019

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110  CNI21995460-AEI-GAWXP-19-20	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Charter Oak Fire Insurance Company		25615
<b>INSURER B:</b> Phoenix Insurance Company		25623
<b>INSURER C:</b> Travelers Property Casualty Company of America		25674
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-010462495-01                      **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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: _____				01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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				01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)**  
 Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  THE STATE OF NEW HAMPSHIRE  DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION:</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Elizabeth Stapleton <i>Elizabeth Stapleton</i>
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**Eric Gilbert**  
 Assistant Director: Operational Services

**Summary of Qualifications**

Mr. Eric Gilbert manages the Distribution Log-in and Imaging Services departments of Measured Progress Operational Services. Overseeing Imaging Services, he manages the imaging of 100+ million sheets of testing materials annually. Mr. Gilbert applies his leadership skills, honed during years in the United States Marine Corps and Army Reserve, to supervising up to 100 full-time and temporary employees in a department that runs 24 hours a day during peak seasons.

Managing log-in, Mr. Gilbert supervises up to 100 full-time and temporary employees; and annual log-in of, for example, Answer Documents and Test Booklets is 3.5+ million and 4.6+ million, respectively. Mr. Gilbert has spent more than eighteen (18) years at Measured Progress in a variety of positions including shipping assistant, scanning assistant, and programmer. Mr. Gilbert is proficient in Microsoft Developer Studio .NET, C++, Visual Basic 6.0, KOFAX, HTML, XML, SQL, OCE, PEGASUS, Microsoft Office Products, and the Windows Operating systems.

**Education**

**B.S., Computer Science, Franklin Pierce College, Rindge, NH**

**Professional Experience**

**2009–present Assistant Director, Operational Services, Measured Progress, Inc., Dover, NH**

Manages log-in and imaging at facilities in Dover, New Hampshire. Most materials shipped out must also be retrieved and accounted for post-testing. Secure and non-secure materials that are received back at Measured Progress initiate a log-in process that accounts for all secure materials and expeditiously forwards on documents to be imaged and scored. Ensures policies and procedures are kept current to maintain efficiencies and effectiveness making certain that activities are completed on time, within budgetary limits, and according to Measured Progress's quality assurance standards.

**2005–2009 Manager, Operational Services, Measured Progress, Inc., Dover, NH**

Manages a business unit responsible for imaging 100+ million sheets of paper annually. Disseminates extracted data to pertinent departments for analysis. Designed data warehouse and Document Management system that utilizes a 30-terabyte-network partition. Employs 12 full-time employees and 40-150 seasonal employees running 24 hours a day during the peak season. Fiscally accountable for Scanning Services and Document Management Departments, with a \$2,500,000 investment in hardware and \$1,000,000 in software. Serves as project manager for internal Software Development endeavors. Prepare department budgets and respond to RFPs.

**2001–2005 Programmer, Measured Progress, Inc., Dover, NH**

Lead Programmer supervising and developing an imaging software solution. Designed VB applications to log all imaging transactions for financial and tracking purposes. Integrated legacy (NCS 5000i) document-scanning hardware with newer Kodak i840 scanning solution. Standardized SQL data transfer protocols between departments. Developed and streamlined proprietary software system (ScanQuest), optimizing document-scanning throughput, which increased productivity. Administrator of proprietary software system (ScanQuest). Suggested new products and technologies (Full color JPEG compression and Triangulation measurement system), broadening the functionality of the Department and its subsidiaries.



**Eric Gilbert**  
Assistant Director: Operational Services

	<p><b>1999–2001 Scanning Assistant, Measured Progress, Inc., Dover, NH</b> Supervisor of first shift scanning operations. Developed all scanning applications for NCS 5000i scanners. Developed VB applications for providing Survey Reports, and data manipulation for all NCS 5000i data. Responsible for data and image delivery to Data Processing and Scoring Departments.</p> <p><b>1998–1999 Shipping Assistant, Measured Progress, Inc., Dover, NH</b> Responsible for all shipping operations for Measured Progress.</p> <p><b>1996–present United States Army Reserve</b> Drill Sergeant at Ft. Leonard Wood, MO.</p> <p><b>1992–present United States Marine Corps</b> Helicopter Support Team (HST) leader while serving in Mogadishu, Somalia from 1993–1994. Platoon Sergeant for an 80 Marine shore party detachment from 1994–1996.</p>
<p><b>Professional Affiliations and Certifications</b></p>	<p><b>Association for Information and Image Management (AIIM)</b></p>

Merger Information and Alt W-9 form showing the 100 Education Way, Dover, NH  
address



STATE OF NEW HAMPSHIRE  
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Business Name: Advance Education, Inc.

DBA Name:

Legal Name: Advance Education, Inc.

Remit Address: 100 Education Way; 100 Education Way

Remit City: DOVER Remit State: NH Remit Zip: 03820

Business Address: 100 Education Way; 100 Education Way

Business City: DOVER Business State: NH Business Zip: 03820

Phone: (603) 749-9102

Taxpayer Identification Number: 20-8613765;

Principal Activity(s): Other Provider

Designation(s): Non-Profit

Diversity Type(s):

Submit Date: 3/12/2019

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: Andrea Renz, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.



December 21, 2018

Subject: Notice of Merger between Advance Education Inc. (AdvancED) and Measured Progress Inc.

To Whom it May Concern,

We would like to inform you of the merger taking effect January 1, 2019 between Advance Education Inc. and Measured Progress Inc. To keep all our Clients, Vendors, and other Business Partners informed of this transaction, we had publicly announced in June 2018 this impending merger.

Our original commitments and capabilities have not diminished by this merger, in fact they are now enhanced. All our agreements remain intact, our business relationships firm, and contract terms remain unchanged. The Measured Progress trade name will continue to be recognized until further notice. All billing addresses, banking information, and contact information will also remain intact until further notice however, ***legal obligations will be transferred to Advance Education Inc. (FEIN # 20-8613765) effective January 1, 2019. Please make the necessary name and tax ID changes in your system for X invoicing and payments.***

Together our companies create a new approach to continuous improvement that will integrate academic and non-academic measures, along with data analytics and educator professional development. We each bring unique and significant strengths to the venture.

If you have any questions regarding your account or services, please contact your current company representative.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Elgart".

Mark A. Elgart  
President and CEO  
Advance Education Inc.



**(CERTIFICATE OF MERGER  
OF  
MEASURED PROGRESS, INC.  
(a Delaware nonprofit corporation)  
WITH AND INTO  
ADVANCE EDUCATION, INC.  
(a Georgia nonprofit corporation)**

In Pursuant to Section 14-3-1104 of the Georgia Nonprofit Corporation Code (the "Code"), the undersigned corporation certifies as follows:

1. In Pursuant to an Agreement and Plan of Merger, dated as of October 29, 2018, by and between Measured Progress, Inc., a Delaware nonprofit corporation (the "Merging Corporation"), and Advance Education, Inc., a Georgia nonprofit corporation (the "Surviving Corporation"), the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger").
2. Advance Education, Inc., a Georgia nonprofit corporation, shall be the surviving corporation resulting from the Merger.
3. The executed Agreement and Plan of Merger is on file at the Surviving Corporation's principal place of business located at 9115 Westside Parkway, Alpharetta, GA, 30009. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any member or shareholder of any corporation or entity that is a party to the Merger.
4. The Agreement and Plan of Merger was approved by a sufficient vote of the Board of Directors of the Surviving Corporation and the Merging Corporation. Member approval was not required.
5. The Merger shall be effective at 11:59 p.m. local time on December 31, 2018.
6. The Surviving Corporation will deliver the request for publication of a notice of filing this Certificate of Merger and payment therefor as required by Section 14-3-1104.1(b) of the Code.

*[[Signature on following page]]*

IN WITNESS WHEREOF, Advance Education, Inc. has caused this Certificate of Merger to be executed by a duly authorized officer this 12th day of December, 2018.

ADVANCE EDUCATION, INC.

By: Mark A. Elgart  
Name: Mark A. Elgart  
Title: President/CEO

[[Signature page to Georgia Certificate of Merger]]

2018 DEC 19 AM 11:21  
SECRETARY OF STATE  
CORPORATIONS DIVISION

(Cont)

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF MERGER

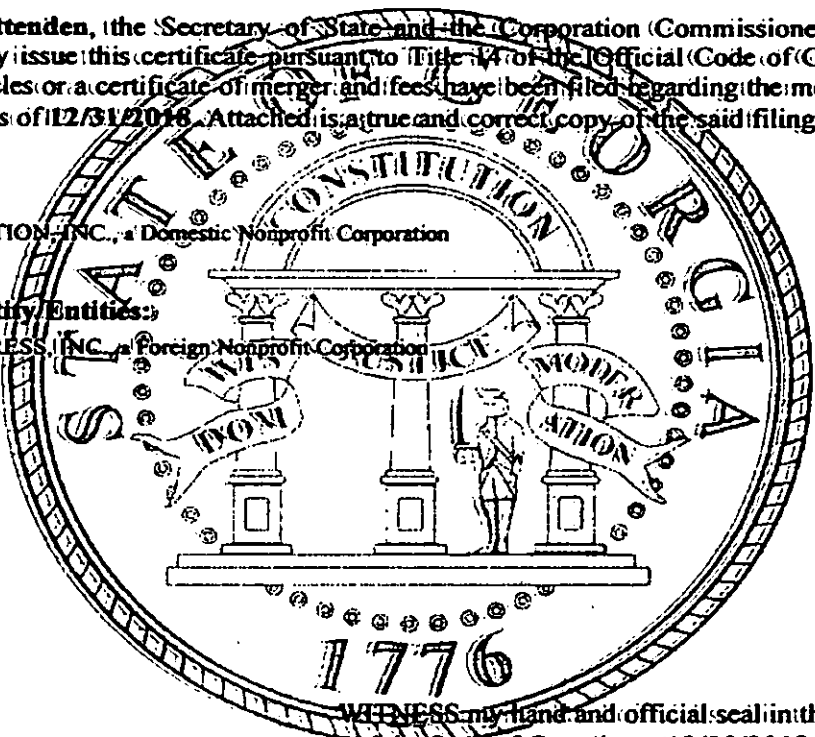
I, Robyn A. Crittenden, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 12/31/2018. Attached is a true and correct copy of the said filing.

Surviving Entity:

ADVANCE EDUCATION, INC., a Domestic Nonprofit Corporation

Nonsurviving Entity/Entities:

MEASURED PROGRESS, INC., a Foreign Nonprofit Corporation



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 12/20/2018.



Robyn A. Crittenden  
Secretary of State