

40 64



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

December 2, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive
Sole Source

REQUESTED ACTION

1. Authorize the Department of Education, Division of Education Improvement to hold three (3) organized meetings entitled "New Hampshire Problems of Practice Innovation Meetings" (NHPP) with Focus, Priority, SIG and SWIFT Schools at the dates and locations listed below, in an amount not to exceed \$52,416.25, effective upon Governor and Council approval for a period retroactive to November 6, 2015 through May 12, 2016. 100% Federal Funds.

Meeting	Date	Location	Total \$ Amount
#1 (Retroactive)	11-6-2015	Keene State College	\$18,053.33
#2	1-21-2016	Plymouth State University	\$16,309.58
#3	5-12-2016	Keene State College	\$18,053.33

Funding is available in the account titled Compensatory Ed. Title I, as follows:

06-56-56-563010-3261-067-500557	Training of Providers	FY 2016 \$52,416.25
---------------------------------	-----------------------	------------------------

2. Subject to Governor and Council approval of Item #1 above, authorize the Department of Education, Division of Educational Improvement to enter into **retroactive, sole source** contracts with the following vendors to speak/facilitate at the three (3) Innovation Meetings, in an amount not to exceed \$46,960, effective upon Governor and Council approval for a period retroactive to November 6, 2015 through May 12, 2016. 100% Federal Funds.

			Retroactive			
	Vendor	Vendor code	Meeting 11-06-2015	Meeting 01-21-2016	Meeting 05-12-2016	Total
			Speaking Fee/Travel	Speaking Fee/Travel	Speaking Fee/Travel	
1	Education Elements, Inc	268855	\$5,500.00/\$1,500.00	\$5,500.00/\$1,500.00	\$5,500.00/\$1,500.00	\$21,000.00
2	Christine Sturgis, Ed.D.	269116	\$4,150.00/\$703.33	\$4,150.00/\$703.33	\$4,150.00/\$703.33	\$14,560.00
3	Sarah Fiarman, Ed.D.	268876	\$3,500.00/\$300.00	\$3,500.00/\$300.00	\$3,500.00/\$300.00	\$11,400.00
						<u>\$46,960.00</u>

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 2, 2015
Page 2 of 3

The total amount for the three (3) Innovation Meetings, including expenses for the Program Speakers, will not exceed \$52,416.25.

EXPLANATION

The New Hampshire Educators' Summer Summit is organized and implemented by a New Hampshire Institute for Higher Education (IHE) annually. The Summit is followed by *Innovation Meetings*, organized and implemented by the Department of Education where school teams identify which National Experts are needed to continue to provide the necessary professional development, reflection and progress monitoring to close student achievement gaps. A key component to our USED Waiver approved NHPP model of school support, is this identification of National Experts from the Summer Summit as they have reviewed school level gap data with each team and contributed to the development of school innovation plans. This request is **retroactive** (the first session occurred on November 6, 2015) because of administrative delays in receiving the signed contracts from the vendors and **sole source** as to the program speakers because of this identification of national experts that facilitate each meeting.

The Department of Education will have up to 150 individuals participating in each of the three meetings. Each NH Institute of Higher Education (IHE) was contacted and invited to submit a quote to host the meetings. Keene State College and Plymouth State University both submitted quotes and were selected to host the meetings. An itemization of the services provided and associated is attached as Attachment A.

The purpose of the NHPP Innovation Meetings is to provide Focus, Priority, SIG and SWIFT schools professional development and technical assistance in closing gaps in student performance grounded in a Problems of Practice Model of school innovation and support. New Hampshire is looked upon nationally as a leader in transformation work and building understanding about the impact this process has for students, teachers and the school community at large towards long term success.

Per our Federal USED Waiver, the New Hampshire Department of Education's Bureau of Integrated Programs oversees the New Hampshire Problems of Practice (NHPP) Model of School Innovation for focus, priority, SIG and SWIFT schools. Schools develop innovation plans that address subgroup and performance gaps in their schools. The process begins with attendance at the NH Educators' Summer Summit organized and implemented by a New Hampshire Institute for Higher Education (IHE) where school teams convene for 3 days to engage in professional development with national and local experts. During this meeting teams review their problems of practice survey, identify specific sets of activities as they develop an innovation plan to address and close gaps in student achievement. National experts present to and engage with the teams, to align school innovation plans with effective skills, strategies and practices.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 13, 2015
Page 3 of 3

The Summit is followed by *Innovation Meetings*, organized and implemented by the NHDOE where school teams identify which National Experts they need to continue professional development, reflect on and monitor progress with national experts at the Innovation Meetings. These Meetings support the *Tri-annual Review* progress monitoring process. This is a USED Waiver approved component of the NHPP Model of School Innovation.

To measure the success of the meetings, a post meeting survey will be conducted. The Department will also collect and maintain a registration log of the event.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education
VMB:mea:pd

ATTACHMENT A



Office of Continuing Education
 229 Main Street
 Keene, NH 03435-2605

QUOTE
 10/20/2015

Bill to: NH DOE
 101 Pleasant Street
 Concord, NH 03301

Remit to: Keene State College
 229 Main Street
 Keene, NH 03435-2605

Description		SW Center	NH DOE
	SW Center - 2 days of event coordination		\$1,320.00
11/6/2015	Facilities (Mabel Brown Room, Mountain View Room, Science Center (6 classrooms)	\$ 95.00	\$1,080.00
11/6/2015	Information Technology Support (wireless, classroom support)	\$ 800.00	
11/6/2015	Food and linens	\$ 2,100.00	
	Paid by the SW Center at Keene State College	\$ 2,995.00	
Please pay this amount			\$2,400.00

ATTACHMENT A

Plymouth State University Conference Services

QUOTE
10/20/2015

Bill to: NH DOE
101 Pleasant Street
Concord, NH 03301

Remit to:

Description			NH DOE
1/21/2016	Facilities (Newfound Room - Prospect Dining Hall; Hyde Hall - 5 classrooms)		\$506.25
	Technology \$25.00 per 1/2 hour	6	\$150.00
1/21/2016	Food and linens	Sponsored	
		by PSU	
Please pay this amount 			\$656.25



Office of Continuing Education
 229 Main Street
 Keene, NH 03435-2605

QUOTE
 10/20/2015

Bill to: NH DOE
 101 Pleasant Street
 Concord, NH 03301

Remit to: Keene State College
 229 Main Street
 Keene, NH 03435-2605

Description		SW Center	NH DOE
	SW Center - 2 days of event coordination		\$1,320.00
5/12/2016	Facilities (Mabel Brown Room, Mountain View Room, Science Center (6 classrooms)	\$ 95.00	\$1,080.00
5/12/2016	Information Technology Support (wireless, classroom support)	\$ 800.00	
5/12/2016	Food and linens	\$ 2,100.00	
	Paid by the SW Center at Keene State College	\$ 2,995.00	
Please pay this amount 			\$2,400.00

Total Meeting Costs

November 6, 2015

Facility Fee	2400.00
Presenters	13150.00
Travel	2503.33
Total Meeting Costs	\$18053.33

January 21, 2016

Facility Fee	656.25
Presenters	13150.00
Travel	2503.33
Total Meeting Costs	\$16309.58

Facility Fee	2400.00
Presenters	13150.00
Travel	2503.33
Total Meeting Costs	\$18053.33

New Hampshire Educators' Quarterly Innovation Meetings Agenda

Keene State College

Keene, NH

November 6, 2015

Time	Topic(s)	Facilitator
8:30-9:00	Welcome	Mary Earick, NHDOE
9:15 – 11:45	Professional Learning Communities <ul style="list-style-type: none">• Family Engagement• Data Literacy• Competency Based Education• Technology Enhanced Education	Richard Feistman, NHDOE Sarah Fairman, Harvard Chris Sturgis, Anthony Kim, EdElements
12:00 - 1:30	Lunch and Team Meetings	Teams
1:30 – 2:30	Special Topics <ul style="list-style-type: none">• Administrative Leadership• Student Leadership• Inclusive Education• Indistar Drop-in Clinic	NHDOE, Staff
2:45 – 3:30	Closing	Mary Earick, NHDOE

New Hampshire Educators' Quarterly Innovation Meetings Agenda

Plymouth State University

Plymouth, NH

January 21, 2016

Time	Topic(s)	Facilitator
8:30-9:00	Welcome	Mary Earick, NHDOE
9:15 – 11:45	Professional Learning Communities <ul style="list-style-type: none">• Family Engagement• Data Literacy• Competency Based Education• Technology Enhanced Education	Richard Feistman, NHDOE Sarah Fairman, Harvard Chris Sturgis, Anthony Kim, EdElements
12:00 - 1:30	Lunch and Team Meetings	Teams
1:30 – 2:30	Special Topics <ul style="list-style-type: none">• Administrative Leadership• Student Leadership• Inclusive Education• Indistar Drop-in Clinic	NHDOE, Staff
2:45 – 3:30	Closing	Mary Earick, NHDOE

New Hampshire Educators' Quarterly Innovation Meetings Agenda

Keene State College

Keene, NH

May 12, 2016

Time	Topic(s)	Facilitator
8:30-9:00	Welcome	Mary Earick, NHDOE
9:15 – 11:45	Professional Learning Communities <ul style="list-style-type: none">• Family Engagement• Data Literacy• Competency Based Education• Technology Enhanced Education	Richard Feistman, NHDOE Sarah Fairman, Harvard Chris Sturgis, Anthony Kim, EdElements
12:00 - 1:30	Lunch and Team Meetings	Teams
1:30 – 2:30	Special Topics <ul style="list-style-type: none">• Administrative Leadership• Student Leadership• Inclusive Education• Indistar Drop-in Clinic	NHDOE, Staff
2:45 – 3:30	Closing	Mary Earick, NHDOE

Participants Quarterly Innovation Meetings: November 6, 2015, January 21, 2016 and May 12, 2016

Title I Innovations Schools (formerly focus and priority schools), approximately 3 from each of the 40 schools.

SWIFT development sites and

Title I schools.

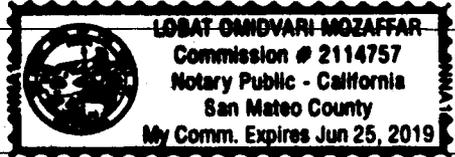
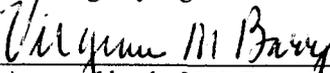
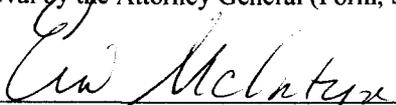
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Education Elements, Inc.		1.4 Contractor Address Education Elements, Inc. 999 Skyway Road Suite 325 San Carlos, CA 94070	
1.5 Contractor Phone Number	1.6 Account Number See Exhibit B	1.7 Completion Date May 12, 2016	1.8 Price Limitation \$21,000.00
1.9 Contracting Officer for State Agency Mary E. Earick, Ph.D., Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-6052	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amy Jenkins, Vice President of Marketing	
1.13 Acknowledgement: State of <i>California</i> , County of <i>San Mateo</i> On <i>Oct. 20, 2015</i> , 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 Lobat Omidvari Mozaftar			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, 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: <i>12/2/15</i>			
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.

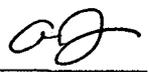
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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 10/20/15

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

Education Elements, Inc., will provide the following services to the New Hampshire Department of Education, effective upon Governor and Council approval through May 12, 2016.

Personalize Learning: Professional Learning Community (PLC) – New Hampshire Department of Education Quarterly Meeting.

At the conclusion of the 2015 NHDOE Summer Summit several participating districts requested greater support and assistance in implementing personalized learning systems. Based on these needs a PLC has been formed to accomplish the following goals with interested districts.

- Facilitate 3 PLC sessions at the New Hampshire Innovation Meetings
- Provide a framework for implementing personalized learning on academic outcomes.
- Provide technical assistance in using blending learning software.
- Establish relationships between the Local Education Agencies, State Education Agencies, and Education Elements' support team so that support can be ensured on all levels.
- Establish a time and space for follow-up conversations on levels of implementation and barriers to greater implementation.
- Assess capacity and develop sustainability plans.



Contractor
Initials

10/20/15
Date

EXHIBIT B

BUDGET

Budget (through May 12, 2015)

Services Rendered	#	Cost
Professional Services (Presenter/Speaker) - Three (3) days @ \$5,500.00	3	\$16,500.00
Travel Expenses (including lodging and meals) - Three (3) days @ \$1,500.00	3	\$4,500.00
Total		\$21,000.00

Funding Source: Funding for this contract is 100% Federal Funds from the account titled Compensatory Ed. Title I as follows:

FY 16

06-56-56-563010-32610000-067-500557

\$21,000.00

Method of Payment: Payments shall be made on invoices accompanied by a description of services for that period. Please submit invoices to:

Mary Earick, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301


Contractor
Initials

10/20/15
Date

EXHIBIT C

SPECIAL PROVISIONS

No special provisions are included in this contract.



Contractor
Initials



Date

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 EDUCATION ELEMENTS, INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on October 9, 2015. I further certify that all fees required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of October, A.D. 2015



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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation With Seal)

I Anthony Kim, Clerk/Secretary of the Education Elements, Inc., do hereby certify that: (1) I am the duly elected and acting Clerk/Secretary of the Education Elements, Inc., a Delaware corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 23 day of December, 2010, which meeting was duly held in accordance with Delaware law and the by-laws of the Corporation: (State of incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below.

President
Amy Jenkins

Vice President

Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation and have affixed its corporate seal this 20 day of Oct, 2015.

(SEAL)

[Signature]
Clerk/Secretary

STATE OF California
COUNTY OF San Mateo

On this the 20 day of October, 2015, before me, Lobat Omidvari Mozaftar, the undersigned,

personally appeared Anthony Kim, who acknowledged her/himself to be the

Clerk/Secretary of Education Elements, a corporation, and that she/he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Clerk/Secretary.

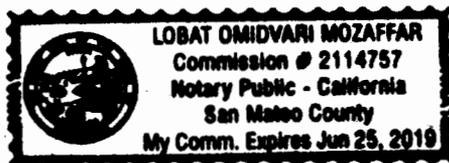
IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

[Signature]

Notary Public/Justice of the Peace

My Commission expires:
06.25.2019



ED ELEMENTS, INC.
a Delaware Corporation

BYLAWS

As Adopted December 23, 2010

ED ELEMENTS, INC.

a Delaware Corporation

BYLAWS

As Adopted December 23, 2010

ARTICLE I: STOCKHOLDERS

Section 1.1: Annual Meetings. Unless members of the Board of Directors of the Corporation (the “*Board*”) are elected by written consent in lieu of an annual meeting, as permitted by Section 211 of the Delaware General Corporation Law (the “*DGCL*”) and these Bylaws, an annual meeting of stockholders shall be held for the election of directors at such date and time as the Board shall each year fix. The meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine. Any proper business may be transacted at the annual meeting.

Section 1.2: Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President, the holders of shares of the Corporation that are entitled to cast not less than ten percent (10%) of the total number of votes entitled to be cast by all stockholders at such meeting, or by a majority of the “*Whole Board*,” which shall mean the total number of authorized directors, whether or not there exist any vacancies in previously authorized directorships. Special meetings may not be called by any other person or persons. If a special meeting of stockholders is called by any person or persons other than by a majority of the members of the Board, then such person or persons shall request such meeting by delivering a written request to call such meeting to each member of the Board, and the Board shall then determine the time and date of such special meeting, which shall be held not more than one hundred twenty (120) days nor less than thirty-five (35) days after the written request to call such special meeting was delivered to each member of the Board. The special meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine.

Section 1.3: Notice of Meetings. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation of the Corporation (the “*Certificate of Incorporation*”), such notice shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting.

Section 1.4: Adjournments. The chairperson of the meeting shall have the power to adjourn the meeting to another time, date and place (if any). Any meeting of stockholders may adjourn from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communications (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided,

however, that if the adjournment is for more than thirty (30) days, or if a new record date is fixed for the adjourned meeting, then a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. To the fullest extent permitted by law, the Board may postpone or reschedule any previously scheduled special or annual meeting of stockholders before it is to be held, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5: Quorum. At each meeting of stockholders the holders of a majority of the voting power of the shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, unless otherwise required by applicable law. If a quorum shall fail to attend any meeting, the chairperson of the meeting or the holders of a majority of the shares entitled to vote who are present, in person or by proxy, at the meeting may adjourn the meeting. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum.

Section 1.6: Organization. Meetings of stockholders shall be presided over by such person as the Board may designate, or, in the absence of such a person, the Chairperson of the Board, or, in the absence of such person, the President of the Corporation, or, in the absence of such person, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, at the meeting. Such person shall be chairperson of the meeting and, subject to Section 1.11 hereof, shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her to be in order. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7: Voting; Proxies. Each stockholder entitled to vote at a meeting of stockholders, or to take corporate action by written consent without a meeting, may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Unless otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, every matter other than the election of directors shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock entitled to vote on such matter that are present in person or represented by proxy at the meeting and are voted for or against the matter.

Section 1.8: Fixing Date for Determination of Stockholders of Record.

1.8.1 Generally. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or to take corporate action by written consent without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, except as otherwise required by law, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60), nor less than ten (10), days before the date of such meeting, nor, except as provided in Section 1.8.2 below, more than sixty (60) days prior to any other action. If no record date is fixed by the Board, then the record date shall be as provided by applicable law. To the fullest extent provided by law, a determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board may fix a new record date for the adjourned meeting.

1.8.2 Stockholder Request for Action by Written Consent. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent without a meeting shall, by written notice to the Secretary of the Corporation, request the Board to fix a record date for such consent. Such request shall include a brief description of the action proposed to be taken. Unless a record date has previously been fixed by the Board for the written consent pursuant to this Section 1.8, the Board shall, within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. Such record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board within ten (10) days after the date on which such a request is received, then the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation as required by law. If no record date has been fixed by the Board and prior action by the Board is required by applicable law, then the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

Section 1.9: List of Stockholders Entitled to Vote. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either on a reasonably accessible electronic network as permitted by law (provided that the information required to gain access to the list is provided with the notice of the meeting) or during ordinary business hours at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting.

Section 1.10: Action by Written Consent of Stockholders.

1.10.1 Procedure. Unless otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed in the manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, to its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the agent of the Corporation's registered office in the State of Delaware shall be by hand or by certified or registered mail, return receipt requested. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the Corporation as provided in Section 1.10.2 below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation in the manner required by law, written consents signed by a sufficient number of stockholders to take the action set forth therein are delivered to the Corporation in the manner required by law.

1.10.2 Form of Consent A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for the purposes of this section, *provided* that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (a) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (b) the date on which such stockholder or proxy holder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the Corporation or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

1.10.3 Notice of Consent. Prompt notice of the taking of corporate action by stockholders without a meeting by less than unanimous written consent of the stockholders shall

be given to those stockholders who have not consented thereto in writing and, who, if the action had been taken at a meeting, would have been entitled to notice of the meeting, if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as required by law. If the action which is consented to is such as would have required the filing of a certificate under the DGCL (the "*Certificate of Action*") if such action had been voted on by stockholders at a meeting thereof, then if the DGCL so requires, the certificate so filed shall state, in lieu of any statement required by the DGCL concerning any vote of stockholders, that written stockholder consent has been given in accordance with Section 228 of the DGCL.

Section 1.11: Inspectors of Elections.

1.11.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by the DGCL, the following provisions of this Section 1.11 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange; (b) authorized for quotation on an interdealer quotation system of a registered national securities association; or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.11 shall be optional, and at the discretion of the Board.

1.11.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

1.11.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

1.11.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

1.11.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced by the chairperson of the meeting at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

1.11.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with

those proxies, any information provided in connection with proxies in accordance with any information provided pursuant to Section 211(a)(2)(B)(i) of the DGCL, or Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.11 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

ARTICLE II: BOARD OF DIRECTORS

Section 2.1: Number; Qualifications. The Board shall consist of one or more members. The initial number of directors shall be One (1), and, thereafter, unless otherwise required by law or the Certificate of Incorporation, shall be fixed from time to time by resolution of a majority of the Whole Board or the stockholders of the Corporation holding at least a majority of the voting power of the Corporation's outstanding stock then entitled to vote at an election of directors. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

Section 2.2: Election; Resignation; Removal; Vacancies. The Board shall initially consist of the person or persons elected by the incorporator or named in the Corporation's initial Certificate of Incorporation. Each director shall hold office until the next annual meeting of stockholders and until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. Any director may resign at any time upon written notice to the Corporation. Subject to the rights of any holders of Preferred Stock then outstanding: (a) any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors and (b) any vacancy occurring in the Board for any reason, and any newly created directorship resulting from any increase in the authorized number of directors to be elected by all stockholders having the right to vote as a single class, may be filled by the stockholders, by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 2.3: Regular Meetings. Regular meetings of the Board may be held at such places, within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

Section 2.4: Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, the President or a majority of the members of the Board then in office and may be held at any time, date or place, within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by the

person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given by telephone, hand delivery, telegram, telex, mailgram, facsimile, electronic mail or other means of electronic transmission. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

Section 2.5: Remote Meetings Permitted. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 2.6: Quorum; Vote Required for Action. At all meetings of the Board a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time without further notice thereof. Except as otherwise provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 2.7: Organization. Meetings of the Board shall be presided over by the Chairperson of the Board, or in such person's absence by the President, or in such person's absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8: Written Action by Directors. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, respectively, in the minute books of the Corporation. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9: Powers. The Board may, except as otherwise required by law or the Certificate of Incorporation, exercise all such powers and manage and direct all such acts and things as may be exercised or done by the Corporation.

Section 2.10: Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

ARTICLE III: COMMITTEES

Section 3.1: Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any

absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 3.2: Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV: OFFICERS

Section 4.1: Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a Secretary and a Treasurer and may consist of such other officers, including a Chief Financial Officer, Chief Technology Officer and one or more Vice Presidents, as may from time to time be appointed by the Board. All officers shall be elected by the Board; *provided, however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chairperson of the Board, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Each officer shall hold office until such person's successor is appointed or until such person's earlier resignation, death or removal. Any number of offices may be held by the same person. Any officer may resign at any time upon written notice to the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board.

Section 4.2: Chief Executive Officer. Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

- (a) To act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;
- (b) Subject to Article I, Section 1.6, to preside at all meetings of the stockholders;
- (c) Subject to Article I, Section 1.2, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and

(d) To affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation; and, subject to the direction of the Board, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

The President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another officer to be the Chief Executive Officer. If there is no President, and the Board has not designated any other officer to be the Chief Executive Officer, then the Chairperson of the Board shall be the Chief Executive Officer.

Section 4.3: Chairperson of the Board. The Chairperson of the Board shall have the power to preside at all meetings of the Board and shall have such other powers and duties as provided in these Bylaws and as the Board may from time to time prescribe.

Section 4.4: President. The President shall be the Chief Executive Officer of the Corporation unless the Board shall have designated another officer as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 4.5: Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President, or that are delegated to him or her by the Board or the Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's absence or disability.

Section 4.6: Chief Financial Officer. The Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another officer as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer.

Section 4.7: Treasurer. The Treasurer shall have custody of all moneys and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.8: Chief Technology Officer. The Chief Technology Officer shall have responsibility for the general research and development activities of the Corporation, for supervision of the Corporation's research and development personnel, for new product development and product improvements, for overseeing the development and direction of the Corporation's intellectual property development and such other responsibilities as may be given to the Chief Technology Officer by the Board, subject to: (a) the provisions of these Bylaws; (b) the direction of the Board; (c) the supervisory powers of the Chief Executive Officer of the Corporation; and (d) those supervisory powers that may be given by the Board to the Chairperson or Vice Chairperson of the Board.

Section 4.9: Secretary. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.10: Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 4.11: Removal. Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; provided that if the Board has empowered the Chief Executive Officer to appoint any Vice Presidents of the Corporation, then such Vice Presidents may be removed by the Chief Executive Officer. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

ARTICLE V: STOCK

Section 5.1: Certificates. The shares of capital stock of the Corporation shall be represented by certificates; *provided, however,* that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation (or the transfer agent or registrar, as the case may be). Notwithstanding the adoption of such resolution by the Board, every holder of stock that is a certificated security shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairperson or Vice-Chairperson of the Board, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by such stockholder in the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue. If any holder of uncertificated shares elects to receive a certificate, the Corporation (or the transfer agent or registrar, as the case may be) shall, to the extent permitted under applicable law and rules, regulations and listing requirements of any stock exchange or stock market on which the Corporation's shares are listed

or traded, cease to provide annual statements indicating such holder's holdings of shares in the Corporation.

Section 5.2: Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock, or uncertificated shares, in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.3: Other Regulations. The issue, transfer, conversion and registration of stock certificates and uncertificated securities shall be governed by such other regulations as the Board may establish.

ARTICLE VI: INDEMNIFICATION

Section 6.1: Indemnification of Officers and Directors. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a member of the Board or officer of the Corporation or a Reincorporated Predecessor (as defined below) or is or was serving at the request of the Corporation or a Reincorporated Predecessor as a member of the board of directors, officer or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (for purposes of this Article VI, an "**Indemnitee**"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, provided such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of such Indemnitees' heirs, executors and administrators. Notwithstanding the foregoing, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board. As used herein, the term the "**Reincorporated Predecessor**" means a corporation that is merged with and into the Corporation in a statutory merger where (a) the Corporation is the surviving corporation of such merger; (b) the primary purpose of such merger is to change the corporate domicile of the Reincorporated Predecessor to Delaware.

Section 6.2: Advance of Expenses. The Corporation shall pay all expenses (including attorneys' fees) incurred by such an Indemnitee in defending any such Proceeding as they are incurred in advance of its final disposition; *provided, however,* that (a) if the DGCL then so requires, the payment of such expenses incurred by such an Indemnitee in advance of the final disposition of such Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no appeal that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise; and (b) the Corporation shall not be required to advance any expenses to a person against whom the Corporation directly brings a claim, in a Proceeding, alleging that such person has breached such person's duty of loyalty to the Corporation, committed an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, or derived an improper personal benefit from a transaction.

Section 6.3: Non-Exclusivity of Rights. The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaw, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VI shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VI.

Section 6.4: Indemnification Contracts. The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VI.

Section 6.5: Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any indemnification contract provided for in Section 6.4 above.

6.5.1 **Right to Bring Suit.** If a claim under Section 6.1 or 6.2 of this Article VI is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in applicable law.

6.5.2 Effect of Determination. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.5.3 Burden of Proof. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI, or otherwise, shall be on the Corporation.

Section 6.6: Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI and existing at the time of such amendment, repeal or modification.

ARTICLE VII: NOTICES

Section 7.1: Notice.

7.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 7.1.2 below) or by law, all notices required to be given pursuant to these Bylaws shall be in writing and may, (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by prepaid telegram, cablegram, overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively be delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid or, if specifically consented to by the stockholder as described in Section 7.1.2 of this Article VII by sending such notice by telegram, cablegram, facsimile, electronic mail or other form of electronic transmission. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in the case of delivery by overnight express courier, when dispatched, and (d) in the case of delivery via telegram, cablegram, facsimile, electronic mail or other form of electronic transmission, when dispatched.

7.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; *provided, however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section 7.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder.

7.1.3 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 7.2: Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE VIII: INTERESTED DIRECTORS

Section 8.1: Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the

material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 8.2: Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE IX: MISCELLANEOUS

Section 9.1: Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 9.2: Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 9.3: Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, diskettes, CDs, or any other information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 9.4: Reliance upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 9.5: Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 9.6: Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

ARTICLE X: AMENDMENT

Unless otherwise required by the Certificate of Incorporation, stockholders of the Corporation holding at least a majority of the voting power of the Corporation's outstanding voting stock then entitled to vote at an election of directors shall have the power to adopt, amend or repeal Bylaws. To the extent provided in the Certificate of Incorporation, the Board shall also have the power to adopt, amend or repeal Bylaws of the Corporation.

CERTIFICATION OF BYLAWS
OF
ED ELEMENTS, INC.
a Delaware Corporation

I, Anthony Kim, certify that I am Secretary of Ed Elements, Inc., a Delaware corporation (the “*Corporation*”), that I am duly authorized to make and deliver this certification, that the attached Bylaws are a true and complete copy of the Bylaws of the Corporation in effect as of the date of this certificate.

Dated: December 23, 2010



Anthony Kim, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2015

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 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: work.comp@trinet.com														
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Education Elements Inc. (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Commerce & Industry Ins Co</td> <td style="text-align: center;">19410</td> </tr> <tr> <td>INSURER B: Illinois National Ins Co</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER C: Ins Co State of Penn</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER E: New Hampshire Ins Co</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co	19410	INSURER B: Illinois National Ins Co	23817	INSURER C: Ins Co State of Penn	19429	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445	INSURER E: New Hampshire Ins Co	23841	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Commerce & Industry Ins Co	19410														
INSURER B: Illinois National Ins Co	23817														
INSURER C: Ins Co State of Penn	19429														
INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445														
INSURER E: New Hampshire Ins Co	23841														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C D E	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	N/A	019521054 (AR) 019521057 (DC) 019521055 (CO)	07/01/2015 07/01/2015 08/01/2015	07/01/2016 07/01/2016 07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 9CJ2 / ICF

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER

CANCELLATION

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

December 1, 2015

New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

To the New Hampshire Department of Education,

Education Elements is an Affiliate Employer of TriNet HR Corporation.

Trinet is a Professional Employment Organization (PEO), and in that capacity as a PEO, Education Elements has a co-employment relationship with TriNet. This means that legally, Education Elements employees are employees of TriNet, and thus are covered by TriNet's Workers Compensation policy.

If you have any questions or require any additional information regarding this matter, please contact me.

Sincerely,



Anthony Kim
CEO & Founder
Education Elements, Inc.
Anthony@edelements.com

ANTHONY KIM

anthony@mikapartners.com

Profile Vision to change the education system through the use of education technology and personalized learning.

- Achievements**
- 13 years of K-12 education industry experience with a focus on education technology.
 - Experienced executive in education technology: online and blended learning, data systems, assessment systems, and school design.
 - Extensive experience working with legislators, state education commissioners, district leaders to support innovative funding models and virtual/blended learning policies.

Education **Cornell University**, B.A., 1993, Charles Goodwin Sands Memorial Medal
Harvard Law School, 1997, Executive Training
Lean Six Sigma and DFFS, 2009

Employment **Education Elements**, CEO, San Carlos, CA

Education Elements serves over 100 schools in 40 districts nationally, designing and implementing personalized & blended learning models. The company is consider one of the leading providers of blended learning technology and services:

- We work with leading educational institutions like KIPP LA, Rocketship Education, Horry County Schools, DC Public Schools, Newark Public Schools.
- Partnerships with over 40 leading publishers, assessment companies, and instructional technology companies.
- Work with a seasoned board of directors, including Dave Whorton, Partner at Tugboat Ventures; Wally Hawley, founder of Interwest Venture Partners; Ted Mitchell, CEO of NewSchools Venture Fund; and Howard Behar, retired President of Starbucks.
- Awarded Entrepreneur of the Year in 2012 by NewSchools Venture Fund.
- Nationally recognized expert on education technology and blended learning.

*Present -
December
2010*

ANTHONY KIM

anthony@mikapartners.com

Domus Management, COO and co-founder, Cupertino, CA

1997-2000

- Successfully executed the transfer of major accounts from Pace Entertainment (now Clear Channel Communications) to Domus Management.
- Managed day-to-day operations and finances, as co-founder.
- Lead expansion into corporate events and managed relationships with leading technology companies including: PIXAR, Apple, HP, Symantec, and Netscape.
- Negotiated multi-million dollar agreements with labor unions, JAM Theatricals, Ticketmaster, and Citibank.

Industry Involvement

Award winning, including: Entrepreneur of the Year, New Schools Venture Fund, 2012; Charter School Growth Fund, Innovations in Education 2009.

Speaker at national conferences on education technology including: Virtual School Symposium, SXSW, ASU Innovation Summit, National Association of Charter School Authorizers, Philanthropy Roundtable

Published and referenced in many publications including:

Blended Learning, A Wise Giver's Guide to Supporting Tech-assisted Teaching, *Laura Vanderkam*

The Best Teachers in the World, *John E. Chubb*

Lessons Learned from Blended Programs: Experiences and Recommendations from the Field, *Richard E. Ferdig*

Breakthrough Leadership in the Digital Age: Combining Learning Science and Technology to Reboot Schooling, *Frederick Hess & Bror Saxberg*

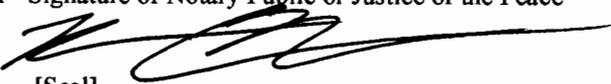
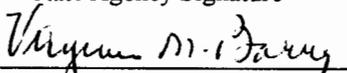
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Christine Sturgis		1.4 Contractor Address 223 N. Guadalupe #140 Santa Fe, NM 87501	
1.5 Contractor Phone Number 415-699-1220	1.6 Account Number See Exhibit B	1.7 Completion Date May 12, 2016	1.8 Price Limitation \$14,560.00
1.9 Contracting Officer for State Agency Mary E. Earick, Ph.D., Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-6052	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Sturgis	
1.13 Acknowledgement: State of <i>New Mexico</i> , County of <i>Santa Fe</i> On <i>Oct. 21, 2015</i> , 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]		 <p style="text-align: center;">OFFICIAL SEAL KEITH NOVAK NOTARY PUBLIC-State of New Mexico My Commission Expires <i>9-7-17</i></p>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>VIRGINIA M. BARRY, Commissioner of Education</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <i>11-17-15</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>10/2/16</i>			
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 CS
Date 10/21/15

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

Christine Sturgis will provide the following services to the New Hampshire Department of Education upon Governor and Council approval for the period effective November 6, 2015 to May 12, 2016.

Support a Professional Learning Community (PLC) focused on competency-based education. By the end of the PLC process, participants should understand:

- the underlying philosophy of competency-based education and how it differs from the traditional time-based system;
- the five elements of competency-based education and variations in how the model is being implemented;
- Develop options for converting to competency education.
- In addition, will facilitate a conversation to develop recommendations for the 2016 New Hampshire Education Summit.

CS 10/21/15

Contractor Date
Initials

EXHIBIT B

Budget

Budget (through May 13, 2016)

Professional services \$12,450.00
Travel \$2,110.00

FY 16

Not to exceed \$14,560.00

06-56-56-563010-3261-067-500557 \$14,560.00

Method of Payment: Payments shall be made on invoices accompanied by a description of services for

that period. Please submit invoices to:

Mary Earick, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

CS 10/21/15
Contractor Initials Date

EXHIBIT C

Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1, and 14.1.1. Christine Sturgis will simply be a presenter at each of the three New Hampshire Problems of Practice Innovation Meetings (NHPP) with Focus, Priority, SIG and SWIFT Schools.

CS 10/21/15
Contractor Initials Date

Christine Davies Sturgis

223 North Guadalupe #140 • Santa Fe, NM 87501
Phone: 415-699-1220 • E-Mail: sturgis.chris@gmail.com



Experience

MetisNet, President

2004–PRESENT

Established consulting firm to provide strategic support to foundations on education, youth, and community engagement. Other services include research, structured learning opportunities, and coaching new program staff. Clients include Atlantic Philanthropies, Bill and Melinda Gates Foundation, New Mexico Association of Grantmakers, McCune Foundation, Skillman Foundation, Stupski Foundation and Youth Transition Funders Group. Provided strategic support to US Department of Education on designing secondary school strategy. See www.metisnet.net for more information. Co-founded CompetencyWorks.org to advance competency education including research, writing, facilitation and speaking on the topic.

OMIDYAR FOUNDATION, Senior Program Director

2003–2004

Recruited to develop, implement, and assess strategy to improve community effectiveness, including designing strategy development process, managing grantmaking process, and developing networks to inform strategy. Focus included strategies on social networks, community organizing, homelessness and housing, and youth. During period of strategic transition, assumed the functions of department vice president, including supervision of staff.

CHARLES STEWART MOTT FOUNDATION, Program Officer

1997-2003

Managed the Success in School program component within the Pathways out of Poverty Division. Responsibilities include administering up to \$12 million annual in grantmaking, developing new strategies such as Educational Opportunities for Vulnerable Youth, preparing materials for trustees, and coaching assistant program officers. Additional responsibilities include coordinating the Poverty Team's five-year planning process. Developed a \$7 million five-year study on the impact of education organizing on school improvement. Co-developed the Alternative High Schools Initiative with Gates Foundation.

MASSJOBS COUNCIL, Associate Director

1994-1996

Member of the School-to-Work Inter-Agency Team coordinating the statewide implementation of the federal school-to-work grant. Coordinated 16 Regional Employment Boards in the development of regional school-to-work strategic plans and activities. Organized consortium of 15 industry associations representing 10,000 businesses to take leadership role in recruiting private sector participation on behalf of education reform and school-to-work initiative. Convened statewide Diversity Leadership Team involving 60 school-to-work activists to create an inclusive framework for guiding policy and program. Participated in federal review of State School-to-Work Implementation grants.

GREATER BOSTON REHABILITATION SERVICES, Director, Program Operations

1991-1993

Responsible for delivery of services to 350 people with disabilities. Developed new service delivery model resulting in increase from 10% to 40% of clients placed in competitive jobs. Transformed sheltered Project with Industry at Lotus Manufacturing Center serving 100 clients into supported program that responded to 20% increase in productivity as required by Lotus. Created Flexforce, an innovative collaboration with 20 agencies that resulted in \$250,000 in revenues. Recognized for best practice in client participation by the Commission for the Accreditation of Rehabilitation Facilities.

BOSTON SENIOR HOME CARE, Director of Finance and Planning**1988–1991**

Managed 9 employees in Finance/MIS department of \$9 million agency. Converted invoice verification operations from manual to automated system resulting in 10% reduction in staffing levels. Developed software application to analyze service utilization patterns resulting in increased quality of services to under-served neighborhoods. Facilitated work groups and taught planning skills to 80 employees.

Other Professional Experience and Publications

YOUTH TRANSITION FUNDERS GROUP, Co-Chair**1999 -2007**

Provide leadership, in conjunction with the steering committee, in creating dynamic, collaborative effort among 40 foundations to improve outcomes for vulnerable youth. Organization has grown from 6 to 50 active members over two years, resulting in \$10 million strategic investments. Structure is designed to support voluntary, de-centralized leadership and strategic alliances with other networks. Current activities include coordinated communications effort and development of local demonstration sites for improved services for youth in public care.

VisionLink, Director of Sales and Marketing

1996–1997

Massachusetts Trial Lawyers Education Foundation, Assistant Director

1985

Political Organizer

1982–1984

- Commentary "Dismantling the School-to-Prison Pipeline" in Shaping the Future of American Youth: Youth Policy in the 21st Century. American Youth Policy Forum, 2003.
- Beyond the Tunnel Problem: Addressing Cross-Cutting Issues that Impact Vulnerable Youth with Joel Miller and Tim Ross, Youth Transition Funders Group, 2007.
- Closing the Graduation Gap: A Superintendent's Guide for Planning Multiple Pathways to Graduation. Youth Transition Funders Group, 2009.
- High Leverage Strategies to Address America's Dropout: A Guide for Donors, Youth Transition Funders Group, 2010.
- Positioning for the Possible: Investing in Education Reform in New Mexico. New Mexico Association of Grantmakers, 2010.
- When Success Is the Only Option: Designing Competency-Based Pathways for Next Generation Learning with Susan Patrick. iNACOL, 2010.
- Clearing the Path: Clearing the Path: Creating Innovation Space for Serving Over-Age, Under-Credited Students in Competency-Based Pathways with Bob Rath, Ephraim Weisstein and Susan Patrick. 2011.
- It's Not a Matter of Time: Highlights from the 2011 Competency-Based Learning Summit with Susan Patrick. iNACOL, 2011.
- Synchronizing Policy and Practice: Next Generation Learning State Policy Frameworks for Performance-Based Learning with Susan Patrick and Linda Pittinger. iNACOL, 2011.

Education

Harvard University, Kennedy School of Government, Master in Public Policy

1998

Colgate University, B.A.

1982

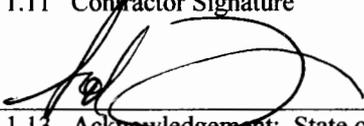
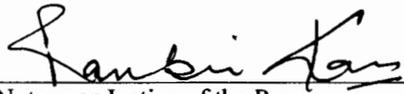
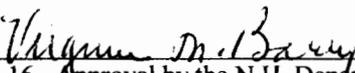
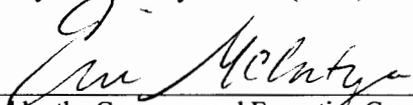
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Sarah Fiarman		1.4 Contractor Address 23 Westminster Street #3 Somerville, MA 02144	
1.5 Contractor Phone Number 617-661-0538	1.6 Account Number See Exhibit B	1.7 Completion Date May 12, 2016	1.8 Price Limitation \$11,400.00
1.9 Contracting Officer for State Agency Mary E. Earick, Ph.D., Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-6052	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sarah Fiarman, Ed.D.	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Middlesex</u> On <u>10/19/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>RANBIR KAUR - NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Hillman</u> Director, On: <u>11-17-15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/2/15</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 SF
Date 01/19/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials 8F
Date 6/19/15

EXHIBIT A

SCOPE OF SERVICES

Sarah Fiarman, Ed.D., will provide the following services to the New Hampshire Department of Education, effective upon Governor and Council approval through May 12, 2016.

Data Literacy: Professional Learning Community (PLC) – New Hampshire Department of Education Quarterly Meeting.

At the conclusion of the 2015 NHDOE Summer Summit, several participating districts requested greater support and assistance in developing data literacy systems. Based on these needs, a PLC has been formed to accomplish the following goals with interested districts.

- Facilitate three (3) PLC sessions at the New Hampshire Innovation Meetings
- Provide a framework for implementing data literacy initiative on academic outcomes.
- Provide technical assistance in using data literacy tools.
- Establish relationships between the Local Education Agencies, State Education Agencies, and data teams so that support can be ensured on all levels.
- Establish a time and space for follow-up conversations on levels of implementation and barriers to greater implementation.
- Assess capacity and develop sustainability plans.

SF
Contractor
Initials

10/19/15
Date

EXHIBIT B

BUDGET

Budget (through May 12, 2015)

Services Rendered	Cost
Professional Services (Presenter/Speaker) - Three (3) days @ \$3,500.00	\$10,500.00
Travel Expenses (including lodging and meals) - Three (3) days @ \$300.00	\$900.00
Total	\$11,400.00

Funding Source: Funding for this contract is 100% Federal Funds from the account titled Compensatory Ed. Title I as follows:

FY 16

06-56-56-563010-32610000-067-500557

\$11,400.00

Method of Payment: Payments shall be made on invoices accompanied by a description of services for that period. Please submit invoices to:

Mary Earick, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

SF
Contractor
Initials

10/19/15
Date

EXHIBIT C

SPECIAL PROVISIONS

Authorize the Department of Education to waive the insurance requirements in Sections 14.1, 14.1.1, and 14.1.2 of the Agreement as the contractor, Sarah Fiarman, Ed.D., will only act in the capacity of a presenter/speaker at each of the three (3) New Hampshire Problems of Practice Innovation Meetings (NHPP) with Focus, Priority, SIG and SWIFT Schools.

SF
Contractor
Initials

10/19/15
Date

SARAH E. FIARMAN

23 WESTMINSTER STREET, #3 • SOMERVILLE, MA 02144 • 617-661-0538 •
SARAH_FIARMAN@GSE.HARVARD.EDU

EDUCATION

Harvard Graduate School of Education, Cambridge, MA

Ed.D. Administration, Planning, and Social Policy, 2009

Presidential Fellowship, 2003-2007 *Dean's Summer Fellowship*, 2007

Herold Hunt Fellowship, 2005-2010

Antioch New England Graduate School, Keene, NH

M.Ed. Elementary Education with a concentration in Environmental Education, 1996

Stanford University, Palo Alto, CA

B.A. Feminist Studies and Anthropology: Social Sciences, 1991

CERTIFICATIONS/FELLOWSHIPS

Lynch Leadership Academy Fellowship, 2012-2013

Selected for competitive, year-long Fellowship including coursework, one-on-one leadership coaching, and ongoing professional development at Boston College Lynch School of Education.

National Board for Professional Teaching Standards

National Board Certified Teacher, Middle Childhood Generalist, 2000

Massachusetts Department of Education

Administrator School Principal, PreK-6 License, 2009

PreK-6 Principal and 5-8 Principal Certifications, 2008

Early Childhood, Elementary, and Middle School Standard Certifications, 1996

WORK EXPERIENCE

Harvard Graduate School of Education, Cambridge, MA

School Leadership Program Lecturer, August 2014- present

Teach full-year course on Instructional School Leadership to all Masters students seeking principal licensure. Lead case studies, simulations, and discussions about school culture, supervision and evaluation, use of data, strategic use of resources, family engagement and cultural proficiency. All topics include a focus on increasing equity for historically underserved student groups such as students of color, immigrant students, low-income students and student with disabilities. Manage team of three graduate Teaching Fellows who co-facilitate the course.

Graham and Parks Alternative Public School, Cambridge, MA

Principal, July 2009-July 2014

Responsible for fostering an equitable community where all children and adults learn and grow. Created a shared vision for what children should learn, effective instructional practice across grades, and systems of response when children fall behind. Established and maintained culture, structures, and conditions to support teachers to:

- ensure that all students meet or exceed grade level expectations;
- pursue original research about teaching and learning in the context of an inquiry cycle;
- share work publicly and assess the work in relation to specific learning goals;

- analyze student achievement across grades and use this analysis to inform inquiry cycles and vertical alignment of curriculum and expectations;
- plan in teams (same-grade, cross-grade) to collaboratively design & align curriculum and assessments;
- make whole-school decisions regarding curriculum, collaboration, and assessment;
- collaborate with colleagues and families to create a vision for the school's future.

Dr. Martin Luther King, Jr. School, Cambridge, MA

Acting Principal, January 2009 - June 2009

Responsible for carrying out all administrative duties. Initiated and led staff review of Extended Learning Time initiative and successful reapplication process. Convened teacher representatives from across grades in an Instructional Leadership Team which planned and designed staff professional development.

The Leadership Collaborative, Ohio, Iowa, Massachusetts

Consultant/Staff Developer, 2006-2010

In collaboration with Richard Elmore, Elizabeth City, and Lee Teitel, planned and implemented professional development for superintendents, union presidents, and school leaders to participate in, and ultimately lead, Instructional Rounds as a district-wide improvement model. Served as lead facilitator for Ohio network of urban districts including Akron, Canton, Columbus, Dayton, and Cleveland Heights. Led monthly sessions addressing topics such as higher-order thinking, 21st century skills, theory of action, district improvement strategies.

Northeast Foundation for Children, Turners Falls, MA

Staff Developer/Consulting Teacher, 2003-2008

Led professional development workshops on developing safe, joyful, and rigorous learning environments for children. Taught introductory and advanced courses to public elementary school teachers and administrators, consulted with schools and districts, led demonstration lessons. Designed and implemented ongoing professional development for NEFC Consulting Teachers.

Harvard University Graduate School of Education, Cambridge, MA

Teaching Fellow, *Data Wise: A Step-by-Step Guide to Using Assessment Data to Improve Instruction*, 2006-2007

Planned and co-taught lessons to mixed class of graduate students, BPS faculty and administrators. Facilitated and documented Boston Public School leadership team's use of student data to inform instructional improvement. Participated in on-going research group developing case studies of schools' varied uses of data to improve teaching and learning.

Harvard University Graduate School of Education, Cambridge, MA

Teacher Education Program Advisor, 2004-2006

Conducted clinical observations including pre- and post- conferences with student teachers. Facilitated three-way meetings with mentors and interns. Modeled Cognitive Coaching process. Led weekly meetings for student teachers to reflect on and improve their practice.

Harvard University Graduate School of Education, Cambridge, MA

Teaching Fellow, *Intermediate Statistics: Applied Regression and Data Analysis*, 2005

Taught weekly review session with master's and doctoral degree students. Evaluated students' course work. Participated in regular teaching team meetings to assess student understanding.

Massachusetts Department of Education, Malden, MA

Master Teacher, 2000-2004

Mentored teachers new to the profession or to the district. Implemented Cognitive Coaching practices. Co-planned curriculum and led demonstration lessons. Facilitated weekly meetings.

Antioch New England Graduate School, Keene, NH

Adjunct Faculty, 2003-2004

Designed and taught graduate course on developing K-8 student learning communities. Modeled effective teaching strategies. Facilitated discussions of readings on topics including child development, moral development, and cooperative learning. Evaluated students' coursework. Addressed range of learning needs of pre-service and in-service M.Ed. students.

Cambridgeport School, Cambridge, MA

Teacher, Grades 3-6, 1996-2003

Designed and implemented integrated, project-based curriculum around thematic units. Created a caring learning community conducive to risk-taking by students and teachers. Emphasized themes of social justice and appreciation for cultural and economic diversity. Worked jointly with parents to support increased academic and social-emotional achievement for each child. Collaborated with colleagues to develop curricula, analyze data, and identify strategies for working with children most at-risk. Served in a variety of leadership roles including: member of School Leadership Team; chair of the School Support Team; school representative to Cambridge Teachers Association.

Wheelock College, Lesley University, Tufts University, & Antioch University

Cooperating Practitioner, 1997-2003

Mentored 14 student teachers. Conducted clinical observations. Co-planned curriculum and supervised lessons. Gave feedback at weekly meetings and evaluated student teacher growth according to state standards.

RESEARCH EXPERIENCE

Project on the Next Generation of Teachers, Harvard Graduate School of Education

Research Assistant, 2004-present

In collaboration with Professor Susan Moore Johnson and other research assistants, designed and implemented studies on: Peer Assistance and Review jointly managed labor-management reform model; 'second stage' teachers' perceptions of their experiences in differentiated roles.

Case Study Research with Professor Richard Murnane

Case Writer, 2005-2007

In collaboration with Professor Richard Murnane and Nancy Sharkey, conducted interviews with administrators and teachers. Wrote case study of Rochester City School District's process of choosing formative assessments.

Project Zero, Harvard Graduate School of Education

Teacher Researcher, 2000-2003

In collaboration with Project Zero researchers, designed and implemented study of student learning in collaborative groups. Investigated classroom practices of Reggio Emilia educators and their applications to American middle school classrooms.

PUBLICATIONS AND PRESENTATIONS

- Fiarman, S. (2015) *Becoming a School Principal: Learning to Lead, Leading to Learn*. Cambridge: Harvard Education Press.
- City, E., Elmore, R., Fiarman, S., and Teitel, L. (2009) *Instructional Rounds: A Network Approach to Improving Teaching and Learning*. Cambridge: Harvard Education Press.
- Johnson, S., Fiarman, S., Munger, M., Papay, J., and Qazilbash, E. (2009) *A User's Guide to Peer Assistance and Review*. <http://www.gse.harvard.edu/~ngt/par/>
- Fiarman, S. (2008). Planning to Assess Progress. In K. P. Boudett and J. Steele (Eds.), *Data Wise in Action: Stories of School Using Data to Improve Teaching and Learning*. Cambridge: Harvard Education Press.
- Fiarman, S. (2007). *It's Hard to Go Back: Career Decisions of Second-Stage Teacher Leaders*. Paper presented at the annual meeting of the American Educational Research Association, Chicago, Illinois.
- Fiarman, S., Murnane, R. J., City, E. A. (2005). *Formative Assessments: Rochester City School District Case Study*. Case study prepared for the Harvard Institute for School Leadership.
- Mintz, E., Fiarman, S., Buffett, T. (2005). Digging Into Data. In K. P. Boudett, E. A. City, & R. J. Murnane, (Eds.), *Data Wise: A Step-by-Step Guide to Using Assessment Results to Improve Teaching and Learning*. Cambridge: Harvard Education Press.
- Berg, J. H., Charner-Laird, M., Fiarman, S., Jones, A., Qazilbash, E. K., Johnson, S. M. (2005). *Cracking the Mold: How Second Stage Teachers Experience Their Differentiated Roles*. Paper presented at the annual meeting of the American Educational Research Association, Montreal, Canada.
- Charner-Laird, K., Fiarman, S., Park, F. W., Soderberg, S. ((2003). *Cultivating Student Reflection: A Step By Step Guide to Fostering Critical Thinking in Young Children*. Dorchester, MA: Project for School Innovation.
- Brion-Meisels, S., Fiarman, S., Seigle, P. (2002). *Democratic Classrooms*. Presentation at Peaceable Schools Institute, Lesley University.
- Fiarman, S. (2001). *Electronic Portfolios*. Presentation at Autodesk Conference on Project-Based Learning, San Francisco, CA.
- Fiarman, S., Stuart, L. (2000). *Assessment in Project-Based Learning*. Presentation at Autodesk Conference on Project-Based Learning, San Francisco, CA.
- Contributor/Editorial Team:
- Pollock, M (2008). *Everyday Anti-racism: Getting Real About Race in School*. New York: The New Press.

Johnson, S.M., Berg, J.H., Donaldson, M.L. (2005). *Who Stays in Teaching and Why: A Review of the Literature on Teacher Retention*. Report sponsored by National Retired Teachers Association Educator Support Network, January 2005.

Mardell, B. (2002). *Making Teaching Visible: Documenting Individual and Group Learning as Professional Development*. Cambridge: Project Zero.

OTHER EXPERIENCE

- Member, Northeast Foundation for Children Executive Board, 2010-2011
- Member, Project Zero Making Learning Visible Advisory Board, 2003-2005.
- Recipient, Peace and Justice Award, City of Cambridge Peace Commission, 1999.
- Trained facilitator, Seeking Educational Equity and Diversity (SEED), Wellesley Stone Center, 1998-present.