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MLC

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

112

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

November 28, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to enter into a **sole source** amendment to an existing contract with TeachUNITED (TU), Fort Collins, CO (Vendor Code 363649) by increasing the amount by $299,250 from $170,000 to $469,250 and extending the end date from June 30, 2023 to September 30, 2024 to provide and plan training and leadership for a second cohort of rural, underserved New Hampshire schools, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on December 22, 2021 (Item #98) and modified on October 26, 2022. 100% Federal Funds.

Funds to support this request are available in the account titled Title II-A Professional Development for FY 23, and are anticipated to be available in FY 24, and FY 25 with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

Cohort I	FY 22 Adjusted	FY 23 Adjusted	Total
06-56-56-562010-25100000-072-509073 Grants Federal	$92,400	$77,600	$170,000

Cohort II	FY 23	FY 24	FY 25	Total
06-56-56-562010-25100000-072-509073 Grants Federal	$206,400	$65,820	$27,030	$299,250

EXPLANATION

This request is **sole source** because the original contract was **sole source**. TeachUNITED (TU) is a nationally known program designed for the unique needs and challenges of rural, underserved schools and districts. Many rural, underserved schools experience tight budgets and reduced access to high-quality programming. TU addresses those needs by building internal capacity, sustaining the growth of the educators with the train–the-trainer model. The program also supports improved student academic growth, achievement and college and career readiness. Due to the popularity of the program, the Department would like to increase the number of schools served and create a second cohort. Our Cohort I pilot program is progressing well. This is evident by the 100% of participation for the Administers and the Teacher phase of the training program. The participants have also completed 100% of the assigned tasks to date. During recent visits to the sites of Cohort I (Northwood Elementary School, South Hampton Elementary School, Strong Foundations Charter School, Plainfield Elementary School, and Cornish Elementary School), we were asked repeatedly by the school administrators to provide further opportunities for collaboration and training. NHED is not aware of any New Hampshire vendors with comparable experience in focusing on the needs of rural, underserved school and districts.

School selection: Schools will be selected for these services by NHED in coordination with the contractor based on the quality of an application and need of the school.

The program is established with the following goals in mind:

YEAR 1
Three to six educators in each of the selected schools become a cohort. These educators receive access to the online TU courses, coupled with one-to-one coaching from a TU coach and community-building webinars and workshops. The educators will have multiple opportunities to learn and practice new strategies, reflect with expert educators on their growth, and share practical tools for success with peers.

YEAR 2
The Year 1 cohort becomes the educator facilitators of the TU program for the rest of the staff in the chosen schools. The facilitators will receive everything needed to support full-school professional development: webinar template, notes, schedules, handouts, and reflections activity. TU coaches provide the continued support and mentoring to the school during year 2.

The TeachUNITED program is beneficial to rural, underserved schools in New Hampshire because:

1. The program is conducted online or at the school site. Therefore, this program does not require participants travel great distances to obtain quality professional development.

2. The program includes services and leadership courses tailored for rural, underserved New Hampshire schools that promote equal educational opportunities and quality practices to improve student achievement.

3. Participation in this program is a recruitment benefit to attract and retain educational staff members.

4. Since monitoring and evaluation is an integral part of the program, the data and surveys taken continuously throughout the program are able to quickly reflect the needs of an individual school and staff.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, hereinafter "the Agency," and TeachUnited, Fort Collins, CO, hereinafter "the Contractor" and pursuant to an agreement between the parties that was approved by Governor and Council on December 22, 2021 (Item #98) and modified on October 26, 2022 hereby agree to modify same as follows:

1. Amend Section 1.8 of the P-37 by increasing the price limitation by $299,250 from $170,000 to $469,250.
2. Remove Exhibit B (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
3. Remove Exhibit C (Method of Payment) and replace with C-1 (Method of Payment)
4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
5. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [signature] 12/5/2022

Frank Edelblut, Commissioner of Education Date

TeachUnited

By: [signature] 11 / 29 / 2022

Heather Hiebsch, CEO Date

Approved as to form, substance and execution by the Attorney General this 5 day of December, 2022.

[signature]

Elizabeth Brown, Division of Attorney General's Office

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

By: ______________________________

Doc ID: 9af35c89b38e5b36e8d70bc06e08984195589663

EXHIBIT B-1
Scope of Services

TeachUNITED (TU) will continue to provide the following services for Cohort I, and will additionally provide the following services for Cohort II upon Governor and Council approval through September 30, 2024.

Program	Activities
TU Staff Organizational work	Informational webinar for TU program including review of application process TU staff in-person visitation with training & monitoring NHED/TU weekly check-ins Kick-off webinar – orientation for all participating schools Readiness Assessment completed Goal Setting - intake leadership meeting School-based participants identified
PHASE I Month 1-2	Teacher Training/Coaching • Introduction to Online Course: Unit 1 Coaching Cycle Skills • Monitoring and Evaluation (M & E) • Data and Outcomes Agreement designed • Data Leadership Meeting & Analysis, if applicable • Baseline Surveys • Creation of Principal's Cohort
Month 3-4	Teacher Training/Coaching • Workshop/Webinar 2: Engagement Unit 2 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins Monitoring & Evaluation • Interim Teacher Surveys
Month 5-6	Teacher Training/Coaching • Workshop/Webinar 3: Personalization Unit 3 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins Monitoring & Evaluation • Initial Data Report
Month 7-8	Teacher Training/Coaching • Workshop/Webinar: Data-Driven Instruction Unit 4 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins • Graduation Ceremony & Exhibition • Certification of Completion • Monitoring & Evaluation • Participant Surveys and Instructional Inventories
POST	• Final Data Report • Project Outcome Analysis • Case Study Feature
PHASE 2 Second year	• The teachers trained in phase I implement the program for their school with on-going support from TU. • The cycle repeats itself for **full school** program implementation at each cohort schools. • Continued data analysis

EXHIBIT C-1
Method of Payment

Cohort I

Activity	FY 22 Original	FY 22 Change	FY 22 Adjusted
TU Staff In-person Training and Monitoring	$15,000		$15,000
PHASE I			
Month 1-2 Teacher Training/Coaching • Kick Off Workshop/Webinar for participants • Introduction to Online Course: Unit 1 Coaching Cycle Skills	$30,000		$30,000
• Monitoring and Evaluation (M & E) • Data and Outcomes Agreement designed • Data Leadership Meeting & Analysis, if applicable • Baseline surveys	$30,000	($15,000)	$15,000
Creation of Principal's Cohort	$10,000		$10,000
Workshop Supplies	$3,000		$3,000
Month 3-7 Teacher Training/Coaching • Workshop/Webinars Units 2 to 4: • Coaching Cycle Skills • Small Group PLC and Individual Check-ins • Monitoring & Evaluation • Interim Teacher Surveys/Data Reports	$42,000	($32,600)	$9,400
Month 8 • Graduation Ceremony & Exhibition • Certification of Completion • Monitoring & Evaluation • Participant Surveys and Instructional Inventories	$5,000		$5,000
Post • Final Data Report • Project Outcome Analysis • Case Study White Paper Write up	$5,000		$5,000
Total FY 22	$140,000	($47,600)	$92,400
PHASE 2	FY 23 Original	FY 23 Change	FY 23 Adjusted
Second year • The Cycle repeats for full school program implementation by certified staff at local schools.	$30,000	$47,600	$77,600

Limitations on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $170,000.00 for Cohort I

Cohort II

Activity PHASE 1	FY 23	FY 24	FY 25
Informational webinar for TU program including review of application process	$3,000		
TU staff in-person visitation with training & monitoring	$15,000		$2,030
NHED/TU weekly check-ins	$2,000	$5,000	$2,000
Kick-off webinar – orientation for Cohort II participating schools	$2,000	$2,000	
<u>Month 1 & 2</u> Teacher Training / Coaching • Introduction to online course: Unit 1 Coaching Cycle skills • Baseline surveys	$32,400		$13,000
Monitoring and Evaluation (M & E) • Create data sharing for each school in Cohort II • Data Leadership Meeting & Analysis for Cohort II school	$10,000		
Creation of Principal's Cohort	$28,000		
<u>Month 3-7</u> Teacher Training / Coaching • Workshop / Webinar Units 2 to 4 • Coaching Cycle Skills Small group PLC and individual check-ins	$81,000		$10,000
Monitoring & Evaluation Interim teacher surveys	$10,000		
<u>Month 8</u> • Graduation Ceremony & Exhibition • Certification of Completion	$9,000		
Monitoring & Evaluation • Participant surveys and instructional inventories • Final data report for Phase I	$12,000		
Project Outcome analysis Case study white paper write-up	$2,000		
PHASE 2 – Cohort II			
<u>Second year</u> • The teachers trained in phase I implement the program for their school with on-going support from TU. The cycle repeats itself for **<u>full school</u>** program implementation at each cohort schools. Continued data analysis		$58,820	
	$206,400	$65,820	$27,030

<u>Limitations on Price:</u> Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $299,250 for Cohort II

Funding Source: Funds to support this request are available in the account titled Title II-A Professional Development for FY 22 and FY 23 and are anticipated to be available in FY 24 and FY 25 with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

Cohort I	FY 22 Adjusted	FY 23 Adjusted	Total
06-56-56-562010-25100000-072-509073 Grants Federal	$92,400	$77,600	$170,000

Cohort II	FY 23	FY 24	FY 25	Total
06-56-56-562010-25100000-072-509073 Grants Federal	$206,400	$65,820	$27,030	$299,250

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for each invoice. A final invoice is due within 30 days of the end of this contract. Invoices shall be clearly marked with the appropriate cohort number and submitted electronically to:

Kathryn Nichol
Project Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

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 TEACHUNITED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 30, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **874795**

Certificate Number : **0005437837**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this **30th** day of **August** A.D. **2021.**

William M. Gardner
Secretary of State

Certificate of Attestation

I, Molly Hoehn, hereby certify that I am a duly appointed representative of
(Name)

TeachUNITED. I hereby certify that Heather Hiebsch, CEO, is duly
(Name of Business) (Name & Title of person who signed contract)

authorized to execute contracts on behalf of TeachUNITED and may bind the
(Name of Business)

organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11 / 29 / 2022

Attest: Molly K Hoehn, COO
(Name & Title)

TEACHUN-01 TCORNEJO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services (COL) 111 S Tejon Street Colorado Springs, CO 80903	CONTACT NAME: Sydney Lipitz PHONE (A/C, No, Ext): (720) 207-2379 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: sydney.lipitz@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)	10023
INSURED TeachUnited 19 Old Town Square, Suite 238 Fort Collins, CO 80524	INSURER B : Scottsdale Indemnity Company	15580
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			[redacted]	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers			[redacted]	5/1/2022	4/1/2023	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This section intentionally left blank.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department of Education 25 Hall 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

21CA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

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

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

PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 833-506-1544 FAX (A/C, No): EMAIL ADDRESS: work.comp@trinet.com
INSURED TriNet Group, Inc. TeachUNITED, INC. 1 Park Place, Suite 600 Dublin, CA 94568-7983	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 15599082 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC / OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DEC / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	07/01/2022	07/01/2023	X PER STATUTE / OTH-ER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Client ID: 21CA Coverage Effective date as of: 10/01/2022

Workers Compensation coverage is limited to worksite employees of TeachUNITED, INC. through a co-employment agreement with TriNet HR III, Inc..

CERTIFICATE HOLDER	CANCELLATION
NHED 25 Hall 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 South Inc

ACORD 25 (2016/03)

TeachUNITED

Mission

Coach and empower educators with the skills needed to improve student outcomes and develop each student's full potential.

Where

TeachUNITED partners with educators at the school, district, and state level with a focus on rural communities.

How

- High-impact professional learning
- 1:1 coaching
- Peer learning communities

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2021, or fiscal year beginning ____________, 2021, and ending ____________, 20__

▶ Do not send to the IRS. Keep for your records.

▶ Go to www.irs.gov/Form8879TE for the latest information.

OMB No. 1545-0047

2021

Name of filer: TeachUNITED

EIN or SSN: 83-3898017

Name and title of officer or person subject to tax: Heather Hiebsch CEO

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	Form 990 check here ▶ [X]	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	1,422,680.
2a	Form 990-EZ check here ▶ [ ]	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	Form 1120-POL check here ▶ [ ]	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here ▶ [ ]	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	Form 8868 check here ▶ [ ]	b	**Balance due** (Form 8868, line 3c)	5b	
6a	Form 990-T check here ▶ [ ]	b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	Form 4720 check here ▶ [ ]	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	Form 5227 check here ▶ [ ]	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	Form 5330 check here ▶ [ ]	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	Form 8038-CP check here ▶ [ ]	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) ______________________, (EIN) ____________ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize KURTZ FARGO LLP (ERO firm name) to enter my PIN 84812 (Enter five numbers, but do not enter all zeros)

as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶ ____________ Date ▶ ____________

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 84683698413 (Do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Meghan Hays Date ▶ 07/28/22

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

Form **8868**
(Rev. January 2022)
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

OMB No. 1545-0047

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.*

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. TeachUNITED	Taxpayer identification number (TIN) 83-3898017
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 19 Old Town Sq Ste 238	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Fort Collins, CO 80524	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

- The books are in the care of ▶ Brian Cathcart
19 Old Town Sq Ste 238 - Fort Collins, CO 80524

Telephone No. ▶ 970-305-2902 Fax No. ▶

- If the organization does not have an office or place of business in the United States, check this box ▶ ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ____. If this is for the whole group, check this box ▶ ☐. If it is for part of the group, check this box ▶ ☐ and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until November 15, 2022, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
▶ ☒ calendar year 2021 or
▶ ☐ tax year beginning ________, and ending ________

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$ 0.
b	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	$ 0.
c	**Balance due.** Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	$ 0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

Mail to: Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201-0045

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning and ending

B Check if applicable: Address change; Name change; Initial return; Final return/terminated; Amended return; Application pending

C Name of organization: TeachUNITED

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) / Room/suite: 19 Old Town Sq Ste 238

City or town, state or province, country, and ZIP or foreign postal code: Fort Collins, CO 80524

F Name and address of principal officer: Heather Hiebsch, same as C above

D Employer identification number: 83-3898017

E Telephone number: 970-305-2902

G Gross receipts $ 1,422,680.

H(a) Is this a group return for subordinates? Yes [X] No

H(b) Are all subordinates included? Yes No

If "No," attach a list. See instructions

H(c) Group exemption number ▶

I Tax-exempt status: [X] 501(c)(3) 501(c) ( ) ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ teachunited.org

K Form of organization: [X] Corporation Trust Association Other ▶

L Year of formation: 2019 **M** State of legal domicile: CO

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TeachUNITED, (www.teachunited.org) is a global non-profit dedicated to reducing

2 Check this box ▶ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	0
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	14
6	Total number of volunteers (estimate if necessary)	6	3
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	929,065.	1,093,815.
	9	Program service revenue (Part VIII, line 2g)	223,950.	328,850.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	97.	15.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,153,112.	1,422,680.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	641,350.	1,032,361.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 101,490.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	140,890.	221,955.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	782,240.	1,254,316.
	19	Revenue less expenses. Subtract line 18 from line 12	370,872.	168,364.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	679,651.	715,937.
	21	Total liabilities (Part X, line 26)	134,178.	2,100.
	22	Net assets or fund balances. Subtract line 21 from line 20	545,473.	713,837.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ Heather Hiebsch, CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
Meghan Hays	Meghan Hays	07/28/22		P01250229

Firm's name ▶ KURTZ FARGO LLP — Firm's EIN ▶ 27-3147421

Firm's address ▶ 1470 Walnut Street, Ste 301, Boulder, CO 80302 — Phone no. (720) 310-2078

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes No

See Schedule O for Organization Mission Statement Continuation

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TeachUNITED is dedicated to reducing inequality through education. TeachUNITED focuses on empowering educators in rural, remote, and underserved communities where educational disparities are most acute.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 722,395. including grants of $) (Revenue $ 328,850.)

Impact - direct service programs showed high impact with increases in student outcomes and teacher engagement.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 722,395.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	15			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 14		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file*. See instructions.			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country ▶			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		X
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		X
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		X
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12	10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders	11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state?	13a		
	Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c	Enter the amount of reserves on hand	13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?	15		X
	If "Yes," see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		X
	If "Yes," complete Form 4720, Schedule O.			
17	**Section 501(c)(21) organizations.** Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953?	17		
	If "Yes," complete Form 6069.			

Part VI Governance, Management, and Disclosure. *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year ..... 1a 10. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included on line 1a, above, who are independent 1b 0			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ None

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

Brian Cathcart - 970-305-2902

19 Old Town Sq Ste 238, Fort Collins, CO 80524

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) Samantha R Stevens 'Former' SR Director of Operations	40.00						X	122,107.	0.	0.
(2) Heather W Hiebsch CEO	40.00	X		X				115,749.	0.	0.
(3) Molly K Hoehn Senior Director of Program	40.00	X						111,558.	0.	0.
(4) Dirk Adams Director	1.00	X						0.	0.	0.
(5) Stephanie Cornell Chair	1.00	X						0.	0.	0.
(6) Scott Dooley Treasurer	1.00	X						0.	0.	0.
(7) Kago Kagachiri Director	1.00	X						0.	0.	0.
(8) Robin Mendelson Director	1.00	X						0.	0.	0.
(9) Robert Murphy Director	1.00	X						0.	0.	0.
(10) Kathy Bartlett Secretary	1.00	X						0.	0.	0.
(11) Julian Farrior Director	1.00	X						0.	0.	0.
(12) Gregg Goldenberg Director	1.00	X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
1b Subtotal ▶								349,414.	0.	0.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								349,414.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 3

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3	X	
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address NONE	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts						
1 a Federated campaigns	1a					
b Membership dues	1b					
c Fundraising events	1c					
d Related organizations	1d					
e Government grants (contributions)	1e	103,372.				
f All other contributions, gifts, grants, and similar amounts not included above	1f	990,443.				
g Noncash contributions included in lines 1a-1f	1g	$				
h Total. Add lines 1a-1f ▶			1,093,815.			
Program Service Revenue		Business Code				
2 a Program Revenue		611110	328,850.	328,850.		
b						
c						
d						
e						
f All other program service revenue						
g Total. Add lines 2a-2f ▶			328,850.			
Other Revenue						
3 Investment income (including dividends, interest, and other similar amounts) ▶			15.			15.
4 Income from investment of tax-exempt bond proceeds ▶						
5 Royalties ▶						
	(i) Real	(ii) Personal				
6 a Gross rents 6a						
b Less: rental expenses 6b						
c Rental income or (loss) 6c						
d Net rental income or (loss) ▶						
	(i) Securities	(ii) Other				
7 a Gross amount from sales of assets other than inventory 7a						
b Less: cost or other basis and sales expenses 7b						
c Gain or (loss) 7c						
d Net gain or (loss) ▶						
8 a Gross income from fundraising events (not including $ ______ of contributions reported on line 1c). See Part IV, line 18	8a					
b Less: direct expenses	8b					
c Net income or (loss) from fundraising events ▶						
9 a Gross income from gaming activities. See Part IV, line 19	9a					
b Less: direct expenses	9b					
c Net income or (loss) from gaming activities ▶						
10 a Gross sales of inventory, less returns and allowances	10a					
b Less: cost of goods sold	10b					
c Net income or (loss) from sales of inventory ▶						
Miscellaneous Revenue		Business Code				
11 a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d ▶						
12 Total revenue. See instructions ▶			1,422,680.	328,850.	0.	15.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	349,414.	233,665.	115,749.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	566,730.	465,240.		101,490.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	38,114.		38,114.	
10 Payroll taxes	78,103.		78,103.	
11 Fees for services (nonemployees):				
a Management	1,735.		1,735.	
b Legal	32.		32.	
c Accounting	3,099.		3,099.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	3,958.		3,958.	
13 Office expenses	10,432.		10,432.	
14 Information technology	42,362.		42,362.	
15 Royalties				
16 Occupancy				
17 Travel	8,980.	4,119.	4,861.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	19,371.	19,371.		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	3,632.		3,632.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a Contract Labor	114,262.		114,262.	
b Dues and subscriptions	6,532.		6,532.	
c Payroll Service Fees	3,249.		3,249.	
d Other admin expenses	2,224.		2,224.	
e All other expenses	2,087.		2,087.	
25 **Total functional expenses.** Add lines 1 through 24e	1,254,316.	722,395.	430,431.	101,490.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	492,151.	1	690,937.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	187,500.	4	25,000.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a			
	b	Less: accumulated depreciation — 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	679,651.	16	715,937.
Liabilities	17	Accounts payable and accrued expenses	0.	17	2,100.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	134,178.	25	0.
	26	**Total liabilities.** Add lines 17 through 25	134,178.	26	2,100.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ▶ ☐ **and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ▶ ☒ **and complete lines 29 through 33.**			
	29	Capital stock or trust principal, or current funds	0.	29	0.
	30	Paid-in or capital surplus, or land, building, or equipment fund	0.	30	0.
	31	Retained earnings, endowment, accumulated income, or other funds	545,473.	31	713,837.
	32	Total net assets or fund balances	545,473.	32	713,837.
	33	Total liabilities and net assets/fund balances	679,651.	33	715,937.

132011 12-09-21

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,422,680.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,254,316.
3	Revenue less expenses. Subtract line 2 from line 1	3	168,364.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	545,473.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	713,837.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2021
Open to Public Inspection

Name of the organization: TeachUNITED
Employer identification number: 83-3898017

Part I **Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: ____
5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: ____
10 [ ] An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations ____
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")				929,065.	1093815.	2022880.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3				929,065.	1093815.	2022880.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						207,252.
6 **Public support.** Subtract line 5 from line 4.						1815628.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4				929,065.	1093815.	2022880.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						2022880.

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ [X]

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f)) 14 %

15 Public support percentage from 2020 Schedule A, Part II, line 14 15 %

16a **33 1/3% support test - 2021.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ [ ]

b **33 1/3% support test - 2020.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ [ ]

17a **10% -facts-and-circumstances test - 2021.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ [ ]

b **10% -facts-and-circumstances test - 2020.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ [ ]

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ [ ]

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2021** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2020** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2021.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2020.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

		Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?			
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b A family member of a person described on line 11a above?	11b		
c A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

		Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

		Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

		Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

- **a** ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*
- **b** ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*
- **c** ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

		Yes	No
2 Activities Test. **Answer lines 2a and 2b below.**			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3 Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No" provide details in* **Part VI.**	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (*explain in detail in* **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V | Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - *provide details in* Part VI)	5	
6 Other distributions (*describe in* Part VI). See instructions.	6	
7 **Total annual distributions.** Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (*provide details in* Part VI). See instructions.	8	
9 Distributable amount for 2021 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required - *explain in* Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f **Total** of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* Part VI. See instructions.			
6 Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* Part VI. See instructions.			
7 **Excess distributions carryover to 2022.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017			
b Excess from 2018			
c Excess from 2019			
d Excess from 2020			
e Excess from 2021			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule A — Identification of Excess Contributions Included on Part II, Line 5 — 2021

** Do Not File **
*** Not Open to Public Inspection ***

Contributor's Name	Total Contributions	Excess Contributions
Eric Roza	50,000.	9,542.
Jenny & Julian Farrior	50,000.	9,542.
Dale Thoms	50,000.	9,542.
Freddy & Gregg Goldenberg	150,000.	109,542.
Gene & Maria Frantz Family Fund	100,000.	59,542.
Janet & Jim Dulin	50,000.	9,542.

Total Excess Contributions to Schedule A, Part II, Line 5 .... 207,252.

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990 or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Name of the organization: TeachUNITED

Employer identification number: 83-3898017

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ▶ $ ____________

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization	Employer identification number
TeachUNITED	83-3898017

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Eric Roza 3370 4th Street Boulder, CO 80304	$ 25,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	Jenny and Julian Farrior 933 Mapleton Avenue Boulder, CO 80304	$ 25,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	Dale Thoms 425 College Avenue Boulder, CO 80302	$ 25,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	Freddy and Gregg Goldenberg 1722 Country Club Road Wilmington, NC 28403	$ 100,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	Maria and Eugene Frantz 870 Vista Road Hillsborough, CA 94010	$ 50,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	Janet and Jim Dulin 33 Angela Lane Edwards, CO 81632	$ 25,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
TeachUNITED	83-3898017

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	Sita Foundation 19384 Chablis Court Saratoga, CA 95070	$ 27,500.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization: TeachUNITED

Employer identification number: 83-3898017

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization

TeachUNITED

Employer identification number

83-3898017

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE J (Form 990)

Department of the Treasury Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization: TeachUNITED

Employer identification number: 83-3898017

Part I Questions Regarding Compensation

		Yes	No
1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items. ☐ First-class or charter travel ☐ Housing allowance or residence for personal use ☐ Travel for companions ☐ Payments for business use of personal residence ☐ Tax indemnification and gross-up payments ☐ Health or social club dues or initiation fees ☐ Discretionary spending account ☐ Personal services (such as maid, chauffeur, chef)			
b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		
3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III. ☐ Compensation committee ☐ Written employment contract ☐ Independent compensation consultant ☐ Compensation survey or study ☐ Form 990 of other organizations ☐ Approval by the board or compensation committee			
4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a Receive a severance payment or change-of-control payment?	4a		X
b Participate in or receive payment from a supplemental nonqualified retirement plan?	4b		X
c Participate in or receive payment from an equity-based compensation arrangement?	4c		X
If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.			
Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a The organization?	5a		X
b Any related organization?	5b		X
If "Yes" on line 5a or 5b, describe in Part III.			
6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a The organization?	6a		X
b Any related organization?	6b		X
If "Yes" on line 6a or 6b, describe in Part III.			
7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		X
8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		X
9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii).
Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation (i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation	(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
(1) Samantha R Stevens	(i)	122,107.	0.	0.	0.	0.	122,107.	0.
'Former' SR Director of Operations	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

SCHEDULE O (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization: TeachUNITED

Employer identification number: 83-3898017

Form 990, Part I, Line 1, Description of Organization Mission:

inequality through

education. TeachUNITED focuses on underserved communities where

educational disparities are most

acute. Together with school, district, and government partners,

TeachUNITED is working to provide all

educators with the skills needed to develop a student's full potential,

regardless of location or

socioeconomic status.

Activities

Data shows that teachers are one of the most important factors that

impact student achievement and

success. Yet, in small and rural school districts, teachers often lack

opportunities for ongoing professional

learning and support.

This is where TeachUNITED comes in. Partnering with schools, districts,

and governments in the United

States, Latin America, and East Africa, we support, energize, and

empower teachers with the skills

needed to set and reach ambitious student learning goals, so that every

student, everywhere has the

opportunity to learn.

Form 990, Part I, Line 1

TeachUNITED, (www.teachunited.org) is a global non-profit dedicated to

reducing inequality through education. TeachUNITED focuses on

Name of the organization: TeachUNITED | Employer identification number: 83-3898017

underserved communities where educational disparities are most acute. Together with school, district, and government partners, TeachUNITED is working to provide all educators with the skills needed to develop a student's full potential, regardless of location or socioeconomic status.

Activities

The data show that teachers are one of the most important factors that impact student achievement and success. Yet, in small and rural school districts, teachers often lack opportunities for ongoing professional learning and support. This is where TeachUNITED comes in. Partnering with schools, districts, and governments in the United States, Latin America, and East Africa, we support, energize, and empower teachers with the skills needed to set and reach ambitious student learning goals, so that every student, everywhere has the opportunity to learn, progress in school, and thrive.

TeachUNITED provides a sustainable solution.

Data-driven programs - Teacher development designed to move the needle for students.

Supportive partnerships - Strategic funding and operational partners support our growth.

Sytemic Change - Supporting existing schools and teachers for widespread change.

Form 990, Part VI, Section B, line 11b:

No review was or will be conducted.

Form 990, Part VI, Section C, Line 18:

Name of the organization: TeachUNITED

Employer identification number: 83-3898017

Impact Report 2021 available upon request.

Form 990, Part VI, Section C, Line 19:

No other documents available to the public.

TeachUNITED

Board of Directors, 2022

Stephanie Cornell, Board Chair (Boston, MA) Managing Director, Draper Richards Kaplan Foundation First Term Ends: November 2022	**Scott Dooley,** Board Treasurer (Longmont, CO) Director of Software, Applied Education Systems Second Term Ends: December 2022
Dr. Kathy Bartlett, Board Secretary (Denver, CO) Co-Director, Girl Rising-Global Education Fund Second Term Ends: December 2022	**Dirk Adams** (Wilsall, MT) Fellow, Harvard Advanced Leadership Institute Managing Member, Farm Animal Transparency LLC First Term Ends: January 2023
Julian Farrior (Boulder, CO) Founder and CEO, Sunblink Entertainment Second Term Ends: December 2022	**Gregg Goldenberg** (Wilmington, NC) Partner, Ardent Companies Second Term Ends: December 2022
Heather Hiebsch (Fort Collins, CO) CEO & Co-Founder, TeachUNITED Ex-Officio	**Kago Kagicihi** (Nairobi, Kenya) Global Head of Innovation, Sokowatch First Term Ends: January 2023
Robin Mendelson (Cambridge, MA) Fellow, Harvard Advanced Leadership Institute First Term Ends: January 2023	**Dr. Robert Murphy** (Mountain View, CA) Education Research Consultant First Term Ends: January 2023
Terry Nealon (Cabin John, MD) CEO, Learning Without Tears First Term Ends: January 2024	

Andrea Beson

AMA - Certified Professional in Management

[redacted]

EXPERIENCE

TEACHUNITED, Remote — *Operations Manager, US*

SEPTEMBER 2021 - PRESENT

Responsible for supporting all aspects of a customer implementation. Responsible for supporting the sales team with customer emails, phone calls, reporting, tracking of opportunities in Salesforce. I also assist with lead generation campaigns, Salesforce reporting, AirtTable reporting, form creation in Jotforms, and social media advertising.

ACT Inc, Remote — *Product Delivery Program Manager*

MARCH 2021 – SEPTEMBER 2021

Responsible for all Social Emotional Learning product delivery within various Learning Management Systems including delivery, subscription enablement, and rostering. Responsible for ensuring that Implementation Managers have all resources that they need for a successful SEL product implementation. Responsible for all Tier 1 and Tier 2 support for SEL customers. Provide integration support and product support embedded solution help. Assist with revisions to courses and resources that accompany all SEL products. Responsible for helping to support implementation managers with all aspects of a customer implementation from beginning to end, large and small districts. Responsible for all Salesforce price book management and implementation flow design, assisting teams with Salesforce reports, dashboards, and training. Assist with RFP bids and documentation support.

ACT Inc, Remote — *Implementation Manager*

JANUARY 2020 - FEBRUARY 2021

Responsible for supporting all aspects of a customer implementation from beginning to end. Implementation tasks include setup of Social Emotional Learning products within various Learning Management Systems, training customers in all SEL products, supporting customer needs through phone calls, emails, and/or webinars throughout the entirety of their subscription, and connecting Account Executives with customers to process renewals. Also responsible for assisting teams with Salesforce reports, dashboards, and training.

SKILLS

Self-Motivated.

Excellent written & verbal communication skills

Ability to work under pressure

Proficient with Word, Excel, PowerPoint, Salesforce, Outlook, Quickbooks, Peachtree, PTOS

Proficient with various Learning Management Systems including Agilix Buzz, Moodle, Canvas, and Schoology.

Great time management & conflict resolution

Excellent phone presence

Excellent organizational skills

Quick Learner

Dependable

Team player

Adaptable

Typing: 70 wpm

ACT Inc, Remote — *Lead SEL Solutions Specialist/Inside Sales*

JULY 2019 - JANUARY 2020

Responsible for supporting all aspects of a customer implementation from beginning to end. Implementation tasks include setup of Social Emotional Learning products within various Learning Management Systems, training customers in all SEL products, and supporting customer needs through phone calls, emails, and/or webinars throughout the entirety of their subscription. Responsible for supporting the sales team with processing PO's, verifying payment status, assigning leads, sending campaign emails, tracking leads and creating/updating reports in Salesforce.

Mawi Learning, Remote — *Sales Support*

APRIL 2018 - JULY 2019

Responsible for supporting the sales team with customer emails, phone calls, reporting, tracking of opportunities in Salesforce. I also assisted with lead generation campaigns, providing course demos, and closing sales. I had the opportunity to provide onsite professional development training to schools and districts that purchased additional training around our professional development course.

Bookkeeper, Remote — *Greater Vision Home Services*

SEPTEMBER 2013 - PRESENT

Responsible for all accounting, bookkeeping, invoicing of clients, website creation, and tax document preparation for the business.

Paramount Rehabilitation Services, Bay City, MI — *Office Manager*

AUGUST 2002 - AUGUST 2013

Responsible for overseeing daily operations of three offices performing Physical, Occupational, and Speech therapy services. Directly responsible for hiring, training, payroll, accounting, Medicare procedures, employee files, deposits, and insurance company credentialing. I was also responsible for overseeing the billing department, receptionists, marketing, patient files, patient scheduling, ordering, employee scheduling, and weekly/monthly meetings. Successfully helped in launching the opening of two additional locations and transitioned all three offices from paper patient charts to electronic charts and billing.

EDUCATION

AMA Certified Professional in Management, Tampa, FL

SEPTEMBER 2020

Completed the Certified Professional in Management Exam Prep Course and passed the AMA Certified Professional in Management exam.

Saginaw Valley State University, Saginaw, MI

AUGUST 2006 - MAY 2007

Completed prerequisites for the Occupational Therapy Program.

Delta College, Saginaw, MI

AUGUST 2002 - MAY 2005

Completed prerequisites for the Nursing Program. Was on the waiting list for the program when I switched my major to Occupational Therapy.

Frankenmuth High School, Frankenmuth, MI

MAY 2002

Diploma

VOLUNTEER EXPERIENCE

Fellowship Baptist Church, Thonotosassa, FL

- Adult Sunday School co-teacher
- Children's ministry leader in Awana.
- Assisted with running various projects for our Connected to Fellowship Campaign.
- Director of Two-Year-Old Sunday School Program

COVENANT HEALTHCARE, Saginaw, MI

- Volunteered for two years in the Neonatal Intensive Care Unit as a baby cuddler.

Heather W. Hiebsch

[redacted]
[redacted] / Heather@TeachUNITED.org

PROFESSIONAL PROFILE

Executive Director & School Administrator with proven results in 25+ years of experience in K-12 education, innovation, international non-profit, personalized and blended learning, and educational technology. Enthusiastic leader and collaborative teammate with strong analytical and communication skills. Ability to develop innovative solutions for education organizations with a focus on student outcomes and positive program culture. Specializing in K-12 innovation, international education, teacher training, and personalized learning.

PROFESSIONAL EXPERIENCE

TeachUNITED – Fort Collins, Colorado 2016-present
Chief Executive Officer / Co-Founder

- Launched international education non-profit dedicated to reducing poverty and inequalities through education. In 6 years, grew from 7 pilot sites to serving almost 1 million children in 9 countries.
- Developed instructional coaching and teacher training programs for partner schools in USA, East Africa, and Latin America with growth in student academic outcomes, 21st century skills, and teacher engagement. Strong evidence of impact in academic growth in math, literacy, passing and promotion rates.
- Launched blended professional development program delivered in-person and online via workshops, local conferences, online courses, and professional learning networks and community platforms.
- Developed teams to launch Monitoring & Evaluation, Product & Implementation, Teacher Training & Professional Learning, and Marketing and Communications for global operations and international field teams located in 3 global regions.
- Negotiated contracts and partnerships with Ministries of Education, State Departments of Education, corporations, and international grant foundations. Diverse income streams including sales revenue, foundations/ grants, and individual philanthropy. Big Bang Philanthropy Network grantee x 5.
- Conducted international site visits, innovation design summits, teacher training events, and leadership development programs across multiple countries, cultures, and languages.

PSD Global Academy K-12 – Poudre School District, Fort Collins, Colorado 2009-2016
Principal

- Developed and launched new online and blended learning school, first in Colorado, using research-based best practice standards developed by the *International Council of K-12 Online & Blended Learning*.
- Lead administrator, head of school, involved in curriculum development, instruction and individualization, student support and advocacy IEP / 504 / ELL, staff hiring, supervision, evaluation, budget and resource management, community / stakeholder involvement, school culture and team building, and reporting to district and state accountability committees. Reported directly to Assistant Superintendents of Elementary and Secondary Schools.
- Received national recognition for multiple assessment results in both *academic growth and achievement* in all school levels, multiple years – with school ranking in top 5% of all Colorado schools, recognized as 2015 National Proof Points School by the Clayton Christensen Institute.
- Developed first-generation documents for online and hybrid teacher observation and evaluations, curriculum adoption, and RtI / MTSS frameworks. Created evolving hybrid School Improvement Plans for CO Department of Education accreditation.
- Managed Student Based Budget of $1,000,000+, including staffing, curriculum, professional development, and technology resources. Advocated for school during mill levy / bond allocations, facilitation and technology cycles, and alternative funding sources.

- Developed a *School of Innovation* Plan unanimously approved by district Board of Education.
- Presented and published in state, national, and international organizations re: best practices in online and blended learning [see Recognitions and Affiliations].

Element Education Consulting, LLC – Fort Collins, Colorado, 2004-2016
Owner / Consultant: Educational Training, Curriculum Development, & Marketing
Key Clients: NBC News, Glencoe/McGraw-Hill, Knowledge Matters Inc.

- Developed & conducted training programs of K-12 education technology & internet curriculum products with strong & immediate results for Glencoe/McGraw-Hill, H&R Block World Headquarters, and Barkley Public Relations Firm.
- Created Learning Objectives and Assessment Questions for technology-based learning
- Correlated educational software to National & State Standards for 20 states including Colorado, Texas, Florida, and California

Other Relevant Work Experience

- **Applied Learning & Technology Consultant**, 2001-2004 (Glencoe / McGraw-Hill Publishing, Fort Collins, CO)
- **Clinical Research Associate**, 1998-2000 (Pharmaceutical Product Dev – Wilmington, NC)
- **Science Teacher**, 1993 – 1998 (SVentures in Science & Math, New Hanover County Schools; Wilmington, NC)
- **Professional Development, Teacher Assistant**, 1994-1995 (Math/Science Education Center, University of North Carolina at Chapel Hill, NC)

EDUCATION

- **Master of Science Degree in Educational Leadership, Renewal, and Change**
  - **Colorado State University,** *Principal Licensure K-12, Colorado*

- **B.Sci. Science Education / Concentration in Biology**
  - **University of North Carolina at Chapel Hill**, Teaching Fellows Scholarship

PROFESSIONAL PUBLICATIONS, RECOGNITIONS, & AFFILIATIONS

- Draper Richards Kaplan Foundation Entrepreneur
- EnterpriseTechSuccess Magazine – 2019 Equity Answer = Great Teachers + Technology
- Global MindED – 2019 Global Inclusive Leader Award finalist
- DLAC Annual Conference – 2019 Inaugural Keynote Speaker
- Digital Learning Collaborative - Keeping Pace Snapshot 2019 Case Study school
- Cordes Fellow – 2018 Opportunity Collaboration
- Christensen Institute – 2015 National Proof Points School
- Project Tomorrow – Case Study School & Administrator
- Evergreen Education – Academic Outcomes of Blended Learning
- iLearn Collaborative – non-profit Board member 2014-2019
- k12.com – National Advisory Board Member
- International Council of K-12 Online Learning (iNACOL) – Expert Panelist & Presenter
- Colorado Online Learning Symposium – Presenter and Administrator Trainer
- Association of School Executives (Poudre RE-1) – Principal / Member
- Publication Highlights: *District Administration, Ed Week, Forbes online, cNBC*

COMMUNITY INVOLVEMENT

- Nonprofit Advisor: Greenward NGO, FoCo Café
- Nonprofit Support: Poudre School District, United Way of Larimer County, Northern Colorado's Book Trust, Crossroads Safe House, RamStrength CSU Cancer Society, NPR / Colorado
- Fort Collins Community League Soccer: Youth Coach
- DECA Regional Events: Judge for Northern Colorado Events

Jessica Heitner

[redacted]

Experience

ACT, Inc. – Iowa City, Iowa
January 2020 to Present
Senior Product Marketing Manager (B2B)

- Spearheaded all marketing functions for Mosaic™ by ACT® Social Emotional Learning program
  - Content strategy and creation – content form, funnel stage, copywriting, design
  - Campaign strategy and deployment – digital media, social, email, webinars, events
  - Sales enablement and campaign deployment – enablement tools, territory campaigns
  - Metric performance and analysis – Marketo, Salesforce, Google Analytics, Moz Pro
- Drove positive metric increases YoY (+156% pageviews, +129% leads, +22% time spent, Avg. 27% Email Open Rate)
- Managed creation and execution of launch of ACT's first K-12 comprehensive digital solution, Mosaic™ by ACT®
- Built relationships internally across multi-functional teams (Research, Product, Sales, Executive Leads, Operations) to ensure product marketing success and alignment to organizational goals

University of Iowa Health Care – Iowa City, Iowa
May 2019 to January 2020
Marketing Manager (B2C/B2B)

- Planned, developed, and implemented marketing communication for priority healthcare services to promote clinical areas and enhance referring physician relationships
- Coordinated marketing of first ever online scheduling tool for flu shot season, leading to above average adoption of the scheduling tool and record flu shot vaccinations
- Worked collaboratively with multimedia content teams (writers, videographers, photographers) internally and externally to build UI Health Care brand position as a leader in the fields of academic medicine and consumer health care

McDonough County United Way – Macomb, Illinois
July 2017 to February 2019
Executive Director

- Managed county-wide office, serving 12,000+ residents across 17-20 partner agencies focusing on health, education and financial stability
- Led annual campaign fundraising to ensure financial stability for grant program with partner agencies
- Assumed lead role for annual fundraiser, increasing event net earnings by $10,000 in single year (2017 to 2018)
- Implemented three-year strategic plan for the agency and board members to ensure focus and sustainability for the agency in an economically depressed location
- Successfully penned two grants totaling wins of $10,000+
- Created two new community impact programs affecting county children and upholding United Way values of health and education (Weekend Summer Lunch and Learning Program and Comfort Bag Program)

Starcom Worldwide – Chicago, Illinois
October 2005 to February 2016
August 2012 to February 2016 – <u>National Activation Associate Director - Multimedia</u> / Beam Suntory Inc., Harley Davidson Inc., Crayola LLC (B2C)

- Piloted new agency structure to oversee activation across all media vs. single medium focus to build more cohesive brand experiences for consumers
- Led 9 Beam Suntory brands in creating and executing 30+ cross-functional tactical plans (video, digital, print and local media)
  - Delivered 3% savings YOY through master negotiations
  - Assisted Beam Suntory transition to data driven digital buying and selection of demand side platform (DSP) to create more precisely targeted ad campaigns
  - Oversaw negotiation and execution of several high profile, cross-media integrations capitalizing on partner equity to further each brand's credibility in the space (Example: Jim Beam/Turner Sports and Bleacher Report "Records & Milestones")

Jessica Heitner

[redacted]

  - Aided in creation of local market planning and buying guide to streamline process for brand teams, agency partners, and vendors
- Managed 5-7 direct reports across each account and coached majority to promotion, 15+ total direct reports throughout career

February 2011 to August 2012 – <u>National Activation Associate Director- National Video</u> / Walgreens Co., HanesBrands, Inc., DeVry University and Keller Graduate School of Management (B2C)
- Managed +$200MM in national television and online video budget across all clients
- Helped negotiate 3-year, Effie Award winning *Dr. Oz* brand integration and *Ellen Show* partnership for Walgreens
- Led broadcast upfront negotiations for several networks on agency's behalf (Starcom Chicago and New York offices)
- Advanced Walgreens negotiation tactics to ensure buy quality was upheld and improved year over year audit results (16% audit improvement)
- Managed 3-5 direct reports across each account

November 2009 to February 2011 – <u>National Activation Supervisor – National Video</u> / Del Monte Foods, Luxottica Group (B2C)
- Stewarded $100MM in national television budget within network, cable (sports and entertainment) and syndicated dayparts
- Successfully shifted Del Monte Foods into the National TV Upfront by delivering more efficient pricing, guaranteed ratings, and access to advanced research studies
- Created portfolio management of brands for Luxottica to allow each brand ownable media choices based on target passions and content preference
- Managed two buyer positions while working as a Broadcast Activation lead supervisor

March 2008 to November 2009 – <u>National Strategic Planner</u> / Kellogg's Company (B2C)
- Performed dual role as national strategic media supervisor and creative account executive on several cereal brands
- Served as lead agency contact for brand managers regarding all communication planning (media and creative)
- Supervised campaign design from inception to fruition, managing multiple agency teams throughout the process
- Designed media and creative re-launch of Froot Loops cereal after previous campaign brought stagnant sales results
- Managed two associate positions as well as assumed a "Knowledge Agent" role within the agency for kids marketing

June 2007 to March 2008 – <u>National and Local Activation Associate</u> / Miller Brewing Co. (B2C)

October 2005 to June 2007 – <u>National Strategic Planning Associate</u> / Sara Lee Co. (B2C)

Volunteerism

United Way – Volunteer/Donor
2017-Present

SMG ACT! – Chairperson / Executive Board
2010-2015

Starcom Serves – Volunteer
2008-2015

Education

Bachelor of Arts, Southern Illinois University – Carbondale, Illinois
May 2005

Major: Mass Communication & Media Arts
Minor: Marketing

Associate of Arts, Parkland College – Champaign, Illinois
May 2003

Major: Mass Communications

Proficient in the use of the following systems:

Microsoft Office Suite, Google Analytics, Meltwater, Salesforce, Moz Pro, Canva, Adobe ID/AI, Media Tools, Tardiis, Nielsen Ad*Views, Nielsen AdRelevance, ComScore, Lake5, Memri, and IMS

Molly Hoehn
[redacted]

Experience

2020/Present TeachUNITED: Ft. Collins, CO
Chief Operating Officer
Management of all staff and organizational verticals including:
Oversight of Product & Implementation Team
Oversight of Partnerships and Development Team
Management of Monitoring and Evaluation
Oversight of Grants and Funding Cultivation
International Development and Strategy
Ownership of P&L: All Regions
Staffing and HR: Management, Strategy and Evaluation

2018-2020 ACT Inc: Iowa City, IA
Senior Director: Content and Curriculum, Learning
Hiring and management of Learning Division staff: marketing, curriculum development, and sales
Owner of curriculum and product roadmap for Learning Division
Owner of P&L for two product lines
Created SIP for new sales approach
Lead on task force to update and consolidate on use of CRM
Strategic business development planning
Lead on large business development/funding/sales opportunities for Learning Division
Contributor to companywide QPR

2015-2018/ Mawi Learning: Elmhurst IL
Chief Operating Officer
Managed all full-time staff across all departments
Strategic business development planning
Implemented new CRM
Prioritized company goals and budget
Policy, standards and funding opportunity management
Assisted with product development, alignment and oversight
Sales strategy and marketing direction
Presented at national level conferences
Weekly team and divisional meetings
Mentored and evaluated all full-time staff
Responsible for hiring and talent decisions
Oversaw and managed company acquisition

Director of Partnerships
Led sales development and planning for team
Increased sales revenue by 25%
Created talking points for sales team
Systematized contracts and client tracking
Tier 1 relationship nurturing, growth and sales

2014-2015 Fuel Education: Herndon VA

Education Consultant
Presented at regional and national events
Created and conducted custom client trainings for online and blended learning
Led national webinars for online workforce learning
Responded to and presented with sales for state and district level RFPs
Provided client consultations for blended and online curriculum
Trained new hires in online and blended learning sales and curriculum

2011 - 2014 / Florida Virtual: Global Services, Orlando, FL
Account Manager
Provided sales and support for TN, LA, KY, VA, DC, AL, MS and WV.
Responsible for bringing in new business and maintaining existing client base.
Met and surpassed individual sales goal of over one million each year.
Acted as a blended learning consultant for several successful implementations.
Provided virtual school creation planning, implementation and support for state, district and school level initiatives.
Managed development for hire projects.
Researched law and policy regarding online learning and available funding models.
Consulted with clients to meet their expectations and budget requirements.
Directed research on industry trends and competitive dynamics.

2010 - 2011 / Pearson Virtual Learning/ FLVS, Orlando, FL
eSolutions Consultant
Created and conducted product trainings for clients.
Correlated and aligned content to state standards.
Supported Pearson Virtual Learning customers in the southeast.
Presented at both state and national level conferences.
Provided basic LMS support.
Assisted in RFP completions and submissions.

2008 - 2010 / Florida Virtual School, Orlando, FL
Lead Humanities Curriculum Specialist
Created and conducted trainings for both internal and external content writers.
Mentored and trained new Curriculum Services team members.
Acted as Team Lead for learning object review matrix.
Established and maintained DOE contacts.
Assisted in the creation, review and oversight of FLVS Humanities courses.
Conducted training sessions and professional development for online instructors.
Reviewed and recommended vendor products and services.
Secured relationships with industry experts for course development.

2005 - 2008 / Florida Virtual School, Orlando, FL
District Level Language Arts Curriculum Specialist
Created and conducted content and subject area team meetings for virtual instructors.
Created and reviewed new and redeveloped language arts courses.
Presented at state level conferences.

Education and Training
Oxford University, St. Peter's College, Oxford, OX1 2DL
Medieval Literature, 2001
Program Focus: Women in Medieval Literature

Rutgers University, New Brunswick NJ
Centenary College, Hackettstown, NJ
BA/MA, English Literature, 2000
BA and MA in English Literature, German Minor, suma cum laude

Morgan A. Platt
[redacted]

PROFILE

Current Senior Manager of Monitoring & Evaluation for a growing non-profit organization that innovatively provides educators with the skills needed to improve student outcomes and develop students to their full potential. Former Director of Testing, Research, Accountability & Professional Development at a progressive school district in the midlands of South Carolina. Former Senior Coordinator of Research and Evaluation at a large school district of over 180 schools and 95,000 students in Central Florida. Advanced coursework towards a Ph.D. in Educational Research and Measurement at the University of South Florida (over 80 semester hours, all but dissertation). Ten years as a full-time faculty member at a four-year university in central FL and nearly 30 years of experience in the education field. Strong background in managing and conducting evaluation of educational programs and initiatives, as well as delivering and overseeing professional development for a wide variety of audiences. Devoted husband and father, active community member, and lifelong learner.

EDUCATION

Post Graduate coursework 2004
University of South Florida, Tampa FL
Educational Research and Measurement.

M. A. 1992
The Citadel, Charleston SC
Mathematics Education

B. A. 1987
Warner University, Lake Wales FL
Christian Education and Music

EXPERIENCE

Senior Manager – Monitoring & Evaluation July 2021 - present
TeachUNITED, Fort Collins, CO
Responsible for the oversight of the organization's monitoring and evaluation efforts.

- Develop and maintain the organization's data management and reporting systems for monitoring and evaluation metrics.
- Oversee the design and implementation of evaluation and research projects for the improvement of organizational programs and initiatives.
- Conduct systematic data collection and analysis as well as ad hoc data analysis to document program opportunities and successes.
- Provide reports of results to organizational leaders, board members, funders, and other stakeholders.
- Collaborate with school, district, and NGO partners to ensure effective and efficient data collection, analysis, and reporting of key program outcomes.

- Provide technical assistance to organizational leaders and other stakeholders in the areas of assessment, research & evaluation methodology, and data analysis.
- Develop surveys and other research and evaluation tools for organizational use.
- Provide training and consultation to organizational staff and other stakeholders regarding data collection, assessments, and interpretation of results.
- Provide leadership, guidance, and resources for continuous organizational improvement.

Director – Testing, Research & Accountability Feb. 2007-July 2021
Lexington School District 2 Schools, West Columbia, SC
Responsible for the oversight of the district's assessment programs, program evaluations, state & federal accountability, and district-wide professional development.

- Develop and maintain district's data management and reporting systems for student performance and other related metrics
- Conduct research and evaluation projects and ad hoc data analysis for the improvement of instructional programs and district initiatives.
- Provide written reports and presentations of research and evaluation results to district and school-based administrators, school board members, community groups, and other stakeholders.
- Coordinate and conduct district-wide professional development.
- Provide technical assistance to administrators and other stakeholders in the areas of professional development, grants, assessments, research methodology, and data analysis.
- Develop surveys and other research and evaluation tools for district and school use.
- Provide training and consultation to administrators and other stakeholders regarding district initiatives, standardized assessments, including state mandated high-stakes assessments.
- Provide leadership, guidance and resources for continuous district and school improvement.
- Provide technical assistance for state and federal accountability.
- Oversee the department's budget and the budgets of several state and federal programs.
- Hire, train, and supervise staff.

Senior Coordinator, Research & Evaluation April 2003-Jan. 2007
Polk County Public Schools, Bartow, FL
Responsible for Educational Research and Program Evaluation in a large school district of more than 180 schools serving over 95,000 students.

- Supervises the design and implementation of evaluation and research projects for the improvement of instructional programs and district initiatives.
- Appropriately disseminate internal and external research to district and school-based administrators, school board members, community groups, and other stakeholders.
- Provide technical assistance and training in program evaluation and research methodology to administrators and other stakeholders.

Alea R. Thompson

[redacted]

PROFESSIONAL EXPERIENCE

TeachUNITED, Fort Collins, CO — Dec. 2020 - Present
Director of Product and Implementation

- Developed and launched three new professional development programs on instructional strategies, student-centered learning, and school culture. Created specialized pathways for administrators and instructional coaches, with online course content, coaching structures, and PLC support.
- Supported regional program directors supporting teams of instructional coaches in the United States, East Africa, and Latin America. Provided professional development for teams in pedagogical content, technical systems, virtual and blended learning, and instructional coaching practices.
- Oversaw monitoring and the evaluation department for process, including data collection, analysis, and communication. Supported the launch of a Tableau internal dashboard for impact and reach.

ACT, Inc, Iowa City, IA
Senior Program Manager, Content and Curriculum — Sept. 2020 - Dec. 2020
Senior Product Manager, Social Emotional Learning — July 2019 - Sept. 2020

- Developed and launched a full suite of social emotional programs for K-12 and Educator Professional Development, with products completed early and on budget.
- Led the integration of the SEL products into a comprehensive solution, with aligned standards-driven engaging content, assessment, and professional development.
- Created an implementation strategy that supported impact at scale using LTI and web-delivery, with measurable outcomes for students and educational settings.

Mawi Learning, Elmhurst, IL (acquired by ACT July 2019) — Dec. 2015 - July 2019
Product and Implementation Manager

- Aligned products and programs with best practices and research in SEL, including creating an efficacy base for all programs.
- Program development team member, supporting storyboarding, literature reviews, mapping to frameworks and standards, and doing quality assurance on courses.
- Onboarded and supported all clients from launch to renewal with curriculum and technical support.
- Developed and launched Salesforce-based sustainable sales and implementation processes.

UIC Student Leadership Development and Volunteer Services, Chicago IL — Aug. 2014 – Dec. 2015
Leadership Initiatives Graduate Assistant

- Taught the semester-long non-credit IGNITE Leadership course for first- and second-year UIC students, which fostered growth through individual, group, and community values.
- Wrote and implemented the SLDVS Leadership Curriculum, including lessons, content, and activities on leadership theory, the social change model, conflict management, and social justice.

Joseph P. Keefe Technical School, Framingham, MA — Sept. 2009 – June 2013
High School English Teacher

- Taught freshmen, sophomore, and senior level English for college preparation level classes, and created grade-level curriculum maps fully aligned with the Common Core.
- All classes were fully inclusive, with approximately 50% of students on special education plans. Participated in IEP development and evaluations, and developed accommodations.

Pathways to Success at Bunker Hill Community College, Boston, MA — Sept. 2011 – Feb. 2013

MCAS Preparation English Teacher

- Taught classes of non-traditional students in an MCAS preparation course so they could matriculate at Bunker Hill Community College.
- Worked with students with learning differences and those who had been out of educational settings for substantial time.

EDUCATION

University of Illinois at Chicago, Chicago, IL — **Doctoral Program**
Policy Studies in Urban Education — Expected Graduation 2023
Concentration: Education Organization and Leadership — Grade Point Average: 4.00
Dissertation Topic: Sensemaking and Micropolitical Intersections in Teacher Evaluation Policy

Framingham State University, Framingham, MA — **Master of Education,** 2013
Concentration: M.Ed in Teaching English — Grade Point Average: 3.78

Colby College, Waterville, ME — **Bachelor of Arts**, 2009
Concentrations: Government, English, Education — Grade Point Average: 3.80
Honors: Summa cum Laude, Phi Beta Kappa,
Pi Sigma Alpha Political Science Honors Society, Hamlin Public Speaking Prize

RELATED PUBLICATIONS, PRESENTATIONS, AND RESEARCH

Publications:

- Walton, K.E. & Thompson, A. R. (2020) Evaluating the efficacy of the Mawi Learning Turbo Leader course in a quasi-experimental study. *ACT Research & Policy Data Byte*.
- Superfine, B. M., & Thompson, A. R. (2016). Interest groups, the courts, and educational equality: A policy regimes approach to Vergara v. California. *American Educational Research Journal, 53*(3), 573–604. https://doi.org/10.3102/0002831216645906

Selected Invited Presentations:

- *Trauma-Informed Practices.* (Oct. 21, 2020). UT- Austin GEAR UP, TX.
- *Adult SEL: Best Practices for Educators.* (Sept. 22, 2020). Region One Education Service Center, TX.
- *SEL for English Learners.* (Dec. 8, 2016). The Center for English Learners, IL.
- *Clark Scholar: Micropolitics and Sensemaking in Educational Policy.* (April 2016). AERA.

Research: Trauma-Informed Practices (2020) • Efficacy of SEL Interventions in Middle School (2018) • *Vergara v. California* and Policy Regimes Theory (2014) • Positive Schooling Experiences for LGBTQ Students (2013) • English Language Learners and High-Stakes Testing (2013)

SKILLS

- Project and product management, including LEAN Agile, JIRA, business case development, blueprinting, content writing, and vendor relationships
- Salesforce administration and reporting, including dashboard management
- Extensive experience in K-12 schools: teaching, policy research, professional development

Meghan J. Antol

[redacted]

EDUCATION

Duke University, Durham, NC — Graduation: August 2017
Graduate Certificate: Academically and Intellectually Gifted Education

Western New Mexico University-Gallup Graduate Studies Center, Gallup, NM — Graduation: May 2010
Graduate Certificate: Elementary Education, Grades K-8

Duke University, Durham, NC — Graduation: May 2008
B.A. International Comparative Studies; Minor: Cultural Anthropology; Certificate: Latin American Studies

WORK EXPERIENCE

TeachUNITED

US Instructional Coach — 2021-Present

- Provide direct coaching to teachers through webinars and online learning platforms
- Facilitate the online TeachUNITED course for educators
- Lead webinars and PLC groups and support in creation and delivery of new webinars as needed
- Provide feedback to teachers with a diverse range of backgrounds and skill sets

Pearsontown Year-Round Elementary School, Durham, North Carolina

K-2 Academically/Intellectually Gifted Specialist — 2018-2021

- Designed, implemented, and facilitated all aspects of school-wide K-2 Enrichment programming
- Created cross-curricular K-2 resources and units of study for school-wide use with advanced learners
- Guided teachers to analyze literacy data and create intervention groups through quarterly meetings
- Facilitated a group of ten teachers as a District Level Advanced Academics Small Group Lead
- Selected to advise in best practices as a member of Advanced Academics Leadership Team

Y.E. Smith Elementary School, Durham, North Carolina

Academically/Intellectually Gifted Specialist and K-5 Math Instructional Coach — 2016-2018

- Named as a Durham Public School's Teacher of the Year, 2016-2017
- Designed, facilitated, and implemented all school-wide programming for K-5 gifted education
- Facilitated weekly Professional Learning Teams and data meetings to guide teacher instruction
- Co-presenter on virtual coaching at Staff Development for Educator's National Conference (2017)
- Developed a walkthrough accountability system and conducted teacher observation cycles in math
- Planned and led monthly school-wide Professional Development for math and higher order thinking strategies
- Led monthly meetings and served as a primary support for beginning teachers as school's Beginning Teacher Coordinator for two years
- Led both individual and group lesson planning sessions tailored to specific teacher planning needs
- Conducted model lessons for teachers on a variety of topics

1st and 2nd Grade Teacher — 2013-2016

- School-wide model classroom for literacy instruction and math practices
- Selected to serve on a team of six people to make decisions on school curriculum and operations
- *Grade Level Chair*, First Grade, 2015-2016
- Led K-2 professional development for teachers on literacy tutoring activities
- District mentor and advisor in best practices to beginning teachers for three years

Maureen Joy Charter School, Durham, North Carolina

Kindergarten teacher — 2011-2013

- Led class to highest overall proficiency school-wide for grades K-8 on NWEA assessment, 2012
- *Grade Level Chair*, Kindergarten and First Grade, 2012-2013

- Primary writer and developer of all unit plans and weekly assessments for Kindergarten team during first year of Common Core implementation
- Planned and led all data and organizational meetings for a team of eight teachers
- Conducted individual monthly observations and provided post conference feedback to teachers

- *School Leadership Team Member*, 2012-2013

Chee Dodge Elementary School, Yahtahey, New Mexico

Kindergarten Teacher 2008-2011

- Led classrooms of 15 students to 100% proficiency two out of three years, as measured by DIBELS Reading Exam

Teach for America (TFA), *Corps member* 2008-2010

SKILLS

- Intermediate Conversational Spanish
- Proficient in a variety of technology tools such as Microsoft Office, Excel, Google Tools (Classroom, Docs, Slides) and Zoom

TeachUNITED Key Personnel

Title	Name	Salary	% Paid by NH Contract
Coach / Admin	Jason Taylor	[redacted]	45.00%
Coach / Admin	Nyana Sims	[redacted]	45.00%
Coach	Meghan Antol	[redacted]	45.00%
Coach	TBH	[redacted]	45.00%
Manager, Operations	Andrea Beson	[redacted]	20.00%
Sr. Manager, M&E	Morgan Platt	[redacted]	15.00%
Director, P&I	Alea Thompson	[redacted]	15.00%
COO	Molly Hoehn	[redacted]	10.00%
Manager, Mar Comm	Laura Kome	[redacted]	5.00%
Sr. Director	Jess Heitner	[redacted]	5.00%

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

October 21, 2022

Modification to: TeachUNITED (TU) Contract
Approved by Governor and Council on December 22, 2021, Item #98

Authorize New Hampshire Department of Education requests to modify the contract with TeachUNITED (TU) (VC#363849), New Hampshire in the amount not to exceed $170,000 to provide and plan services and leadership for five small and rural New Hampshire schools. As of, September 1, 2022, TU will modify their item budget by transferring the amount of $47,600 in unexpended funds from the FY22 budget to the FY23. See Budget Modification Table.

Modification to include:

- Funds in the FY22 Budget will decrease by $47,600.
- Funds in the FY23 Budget will increase by $47,600.
- The not to exceed amount of $170,000 will remain unchanged.
- NOTE: all other contractual obligations remain in place as established in the original contract.

100% Federal Funds

Funds to support this request are available in the account titled Title II, Part A Professional Development for FY23, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Budget Modification Table:

100% Federal Funds	FY22 Original	FY22 Decrease	FY22 Adjusted
06-56-56-562010-25100000-072-509073	$140,000	($47,600)	$92,400

100% Federal Funds	FY23 Original	FY23 Increase	FY23 Adjusted
06-56-56-562010-25100000-072-509073	$30,000	$47,600	$77,600

Limitation of Price: This contract will not exceed $170,000.00.

Funds are contingent on:
1) Federal Funding from Title II, Part A Professional Development grant; and
2) Attainment of contractual performance goals and measures.

Date 10/26/2022
Frank Edelblut
Commissioner, Department of Education

Date 10 / 25 / 2022
Heather Hiebsch
CEO

98 mlc

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

November 29, 2021

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

REQUESTED ACTION

Authorize the Department of Education (DOE) to enter into a **sole source** contract with TeachUNITED (TU), Fort Collins, CO (Vendor Code 363649) in an amount not to exceed $170,000 to provide and plan services and leadership for five small and rural New Hampshire schools, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds

Funds to support this request are available in the account titled Title II-A Professional Development for FY 22 and FY 23 with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	FY 22	FY 23
06-56-56-562010-25100000-072-509073 Grants Federal	$140,000	$30,000

EXPLANATION

The Department is requesting to enter into a **sole source** contract with Teach UNITED (TU) due to their nationally known program designed for the unique needs and challenges of small and rural schools and districts. Many rural schools experience tight budgets and reduced access to high-quality programming. TeachUNITED addresses those needs by building internal capacity, sustaining the growth of the educators with the train–the-trainer model. The program also supports improved student academic growth, achievement and college and career readiness. The DOE is not aware of any New Hampshire vendors with comparable experience in focusing on the small, rural school districts, nor any program that can start as expeditiously.

Currently, TeachUNITED has a state-wide partnership with the Wyoming Department of Education (WDE) and works with the school district in Orange, Massachusetts and over twenty school districts in Colorado. Services will be delivered via online asynchronous courses and webinars featuring instructional coaching and professional learning that are specifically designed to meet the needs of educators and students in rural settings. These services promote equal educational opportunities and quality practices by partnering with schools, districts and other organizations to bridge equity gaps and support teachers and leaders with high-impact strategies necessary to set and reach ambitious student goals. The TeachUNITED program is designed to and strives to build teacher capacity while bringing about change in classroom practice and improving outcomes for all students in small and rural schools.

Participation in this program is determined by a self-selection process. All rural schools in New Hampshire will be sent the application materials consisting of an interest survey and a needs assessment. Schools wishing to be a part of this best-practices train-the-trainer model will submit the completed paperwork to TeachUNITED. The enrollment criteria will be constructed and reviewed by TeachUNITED against a rubric. The final selection acceptance will be a joint venture between TeachUNITED and the Title II consultant. Enrollment in the program is capped at five schools.

School selection: There are 35 schools in New Hampshire qualifying for Rural Low-Income Schools (RLIS) program assistance and thus eligible to receive these services. The five schools selected for these services will be chosen by NHDOE in coordination with the contractor based on the quality of the application and need of the school as measured by proportion of low-income students to total enrollment.

The federal program funding source supporting this contract, Title II, Part A has a provision for allowable activities for recruitment of school teachers and principals. TeachUNITED's job embedded program can be considered a valuable asset for participating schools to recruit and retain much needed staff. For all these reasons, it is felt that TeachUNITED integrates the key benefits that the New Hampshire Department of Education wants to provide to support its small and rural school and districts.

The program is established with the following goals in mind:

<u>YEAR 1</u>
Three to six educators in each of the selected schools become the first cohort. These educators receive access to the online TU course, coupled with one-to-one coaching from a TU coach and community–building webinars and workshops. The educators will have the opportunities to learn and practice new strategies, reflect with expert educators on their growth, and share practical tools for success with peers.

<u>YEAR 2</u>
The Year I cohort becomes the educator facilitators of the TU program for the rest of the staff. The facilitators will receive everything needed to support full-school professional development: webinar template, notes, schedules, handouts and reflections activity. TU coaches provide the continued support and mentoring to the school during this year.

TeachUNITED will be beneficial to small rural schools in New Hampshire because:

1. The program is conducted for the most part online or at the school site. Therefore, this program does not require participants travel great distances to obtain quality professional development.

2. The program includes services and leadership courses tailored for rural New Hampshire schools that promote equal educational opportunities and quality practices to improve student achievement.

3. Participation in this program is a recruitment benefit to attract and retain educational staff members.

4. Since monitoring and evaluation is an integral part of the program, the data and surveys taken continuously throughout the program are able to quickly reflect the needs of an individual school and staff.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FORM NUMBER P-37 (version 12/11/2019)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name TeachUNITED		1.4 Contractor Address 19 Old Town Square, STE 238, Fort Collins, CO 80524	
1.5 Contractor Phone Number 901-229-9894	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023	1.8 Price Limitation $170,000
1.9 Contracting Officer for State Agency Kathryn Nichol, Education Consultant		1.10 State Agency Telephone Number 603-271-6087	
1.11 Contractor Signature Heather Hiebsch Date: 11/17/2021		1.12 Name and Title of Contractor Signatory Heather Hiebsch, CEO TeachUNITED	
1.13 State Agency Signature Frank Edelblut Date: 12/1/2021		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher Bond, Attorney		On: 12/3/21	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials HH

Date 11/17/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials HGA
Date 11/17/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials [handwritten initials]
Date 11/17/2021

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

Contractor Initials [illegible]
Date 11/17/2021

EXHIBIT A
SPECIAL PROVISIONS

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

EXHIBIT B
Scope of Services

TeachUNITED (TU) will provide the following services to the New Hampshire Department of Education, upon Governor and Council approval through June 30, 2023.

Program	Activities
TU Staff In-person Training and Monitoring	Readiness Assessment completed Goal Setting - intake leadership meeting School-based participants identified
PHASE I Month 1-2	Teacher Training/Coaching • Kick Off Workshop/Webinar for participants • Introduction to Online Course: Unit 1 Coaching Cycle Skills • Monitoring and Evaluation (M & E) • Data and Outcomes Agreement designed • Data Leadership Meeting & Analysis, if applicable • Baseline Surveys Month 3-4 Teacher Training/Coaching • Creation of Principal's Cohort
Month 3-4	Teacher Training/Coaching • Workshop/Webinar 2: Engagement Unit 2 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins Monitoring & Evaluation • Interim Teacher Surveys
Month 5-6	Teacher Training/Coaching • Workshop/Webinar 3: Personalization Unit 3 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins Monitoring & Evaluation • Initial Data Report
Month 7-8	Teacher Training/Coaching • Workshop/Webinar: Data-Driven Instruction Unit 4 • Coaching Cycle Skills • Small Group PLC and Individual Check-ins • Graduation Ceremony & Exhibition • Certification of Completion • Monitoring & Evaluation • Participant Surveys and Instructional Inventories
POST	• Final Data Report • Project Outcome Analysis • Case Study Feature
PHASE 2 Second year	• The Cycle repeats for full school program implementation by certified staff at local schools.

EXHIBIT C
Method of Payment

(Budget through June 30, 2023)

Activity	**FY 22**
TU Staff In-person Training and Monitoring	$15,000.00
PHASE I	
Month 1-2 Teacher Training/Coaching • Kick Off Workshop/Webinar for participants • Introduction to Online Course: Unit 1 Coaching Cycle Skills • Monitoring and Evaluation (M & E) • Data and Outcomes Agreement designed • Data Leadership Meeting & Analysis, if applicable • Baseline surveys	$30,000.00 $30,000.00
Creation of Principal's Cohort	$10,000.00
Workshop Supplies	$3,000.00
Month 3-7 Teacher Training/Coaching • Workshop/Webinars Units 2 to 4: • Coaching Cycle Skills • Small Group PLC and Individual Check-ins • Monitoring & Evaluation • Interim Teacher Surveys/Data Reports	$42,000.00
Month 8 • Graduation Ceremony & Exhibition • Certification of Completion • Monitoring & Evaluation • Participant Surveys and Instructional Inventories	$5,000.00
Post • Final Data Report • Project Outcome Analysis • Case Study White Paper Write up	$5,000.00
PHASE 2	**FY 23**
Second year • The Cycle repeats for full school program implementation by certified staff at local schools.	$30,000.00
Total	$170,000.00

Limitations on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $170,000.00

EXHIBIT C Continued

Funding Source: Funds to support this request are available in the account titled Title II-A Professional Development for FY 22 and FY 23 with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	FY 22	FY 23
06-56-56-562010-25100000-072-509073 Grants Federal	$140,000	$30,000

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for each invoice. A final invoice is due within 30 days of the end of this contract. Invoices shall be submitted to:

Kathryn Nichol
Project Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

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

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

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

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

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

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

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

Contractor Initials [signature]
Date 11/17/2021

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials [signature]
Date 1/12/2021

Exhibit F

Anti-Lobbying

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

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

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials [handwritten initials]
Date 11/17/2021

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials AH
Date 11/12/22-1

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 TEACHUNITED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 30, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **874795**
Certificate Number : **0005437837**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **30th** day of **August** A.D. **2021**.

William M. Gardner
Secretary of State

Certificate of Authority # 1 *(Corporation of LLC- Non-specific, open-ended)*

Corporate Resolution

I, Kathy Bartlett, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)

TeachUNITED. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August
(Month)
30, 2018 at which a quorum of the Directors/shareholders were present and voting.
(Day) *(Year)*

VOTED: That Heather Hiebsch, CEO (may list more than one person) is duly authorized to *(Name and Title)* enter into contracts or agreements on behalf of TeachUNITED with *(Name of Corporation or LLC)* the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Kathy Bartlett

DATED: November 17, 2021 **ATTEST:** Kathy Bartlett, Secretary Board of Directors
(Name and Title)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2021

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

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

PRODUCER
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007
FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
TeachUNITED

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	N			07/09/2021	07/09/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
NH DOE
101 Pleasant St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2021

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

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

PRODUCER
Pinnacol Assurance
7501 E. Lowry Blvd.
Denver, CO 80230-7006

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: support@pinnacol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance	41190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TeachUNITED

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	-	04/14/2021	04/14/2022	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Educational Services

CERTIFICATE HOLDER

New Hampshire (NH) Department of Education (DOE)
101 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Pinnacol Assurance