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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

August 17, 2021

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

REQUESTED ACTION

Authorize the Department of Education to amend an existing contract with Georgetown University, Washington DC (Vendor Code #179709), by extending the end date from September 30, 2021 to June 30, 2022, with no increase to the contract price, to conduct education finance training for up to 500 New Hampshire education leaders as well as advanced training for selected New Hampshire education leaders to achieve a Certificate in Education Finance (CEF) from the Edunomics Lab at Georgetown University, effective upon Governor and Council approval through June 30, 2022. This item was originally approved by the Governor on April 23, 2021. 100% Federal Funds.

EXPLANATION

The E6 Finance Training and Certificate in Education Finance programs were developed by and are exclusively offered by Edunomics Lab at Georgetown University.

The Department of Education is requesting an extension because it was unable to find sufficient time, prior to the contract expiration date, to schedule the training for school district officials given the tight fall schedules of school districts and ongoing extenuating circumstances due to COVID 19. The NH DOE intends to host this training in late fall/early winter of FY 2022.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (DOE), hereinafter "the Agency," and Georgetown University, Washington DC, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor on April 23, 2021 hereby agree to modify same as follows:

1. Replace the completion date in box 1.7 of form P-37 to read June 30, 2022.
2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
3. This amendment shall commence upon Governor and Council approval and shall terminate on June 30, 2022.

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.

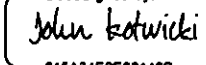
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: 
Frank Edelblut, Commissioner of Education Date

Contractor DocuSigned by:
John Kotwicki 8/31/2021

By: 
John Kotwicki, Assistant Vice President Date

STATE OF _____

County of _____

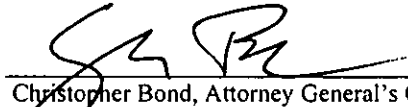
On this the _____ day of _____, 20__ before me, _____, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

NA COVID19
Notary Public/Justice of the Peace

Commission Expires

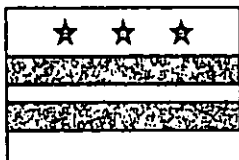
Approved as to form, substance and execution by the Attorney General this 7th day of August, 2021


Christopher Bond, Attorney General's Office

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

By: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



CERTIFICATE

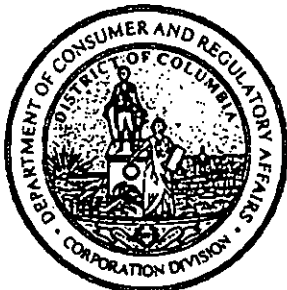
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this **CERTIFICATE OF GOOD STANDING** is hereby issued to

GEORGETOWN UNIVERSITY (THE)

WE FURTHER CERTIFY that the domestic filing entity is formed under the Act of Congress on 6/10/1844; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity has not been dissolved. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 5/19/2021 11:06 AM

Business and Professional Licensing Administration



Josef G. Gasimov

JOSEF G. GASIMOV
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: 5m5xsXPP



GEORGETOWN UNIVERSITY

Division of Financial Affairs

April 8, 2015

**DELEGATION OF TREASURER'S DUTIES
AS CONTRACTING OFFICER**

WHEREAS, pursuant to Article III, Section 5, of the Bylaws of Georgetown University (the "University"), the Treasurer may delegate to other University employees the authority to execute contracts on behalf of the University;

WHEREAS, the Treasurer has deemed it appropriate and necessary to delegate his signature authority as the University's contracting officer to John C. Kotwicki, Assistant Vice President, for Tax and Special Assistant to the Vice President for Finance (the "AVP"), during times of his absence and unavailability to execute contracts on behalf of the University, and to take such other actions as may be necessary to carry out this authority; and

WHEREAS, the Treasurer has further deemed it appropriate and necessary to allow the AVP to sub-delegate the signatory authority granted herein; provided that any such sub-delegation is effected in accordance with the policy on Approvals and Signature Authorizations, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the AVP has full authority to execute contracts on behalf of the University and to take such other actions as may be necessary to carry out this authority.

AND BE IT FURTHER RESOLVED, that the AVP shall have authority to sub-delegate the signatory authority granted herein; provided that any such sub-delegation is effected in accordance with the policy on Approvals and Signature Authorizations, attached hereto as Exhibit A.

GEORGETOWN UNIVERSITY

By: 

David R. Rubenstein
Vice President for Finance and Treasurer

APPROVED

By: 

John J. DeGioia
President

Such authority has not been amended or revoked, and remains in full force and effect as of 8/27/21.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2021

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 MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN103018375-std-GAWX-21-22	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		INSURER(S) AFFORDING COVERAGE
		INSURER A: United Educators Insurance Company
		INSURER B: N/A
		INSURER C: Safety National Casualty Corp.
		INSURER D: _____
		INSURER E: _____
		INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** CLE-006713545-03 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			SELF-INSURED			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ INCLUDED MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance
The Excess Policy evidenced above applies excess over a \$1,000,000 SIR, with a \$2,000,000 aggregate SIR.

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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0001005 SP 0262 -C01-P01005-I

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





Georgetown University

August 27, 2021

To Whom It May Concern:

Georgetown University maintains a comprehensive General Liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (including a \$1,000,000 self-insured retention). This policy provides coverage for bodily injury and/or property damage to third parties that result from the University's negligence. Additionally, the University maintains Excess Liability coverage in addition to the primary general liability policy with limits in the amount of \$65,000,000.

Georgetown University also maintain a large deductible workers compensation insurance policy (including a \$1,000,000 deductible) with statutory policy limits.

If you have any questions or concerns, please feel free to contact me at (202) 255-1943.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Yohe", with a horizontal line through it.

Joseph Yohe
Associate Vice President for Risk Management



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

April 23, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Education and Analytic Resources, to enter into a **sole source** contract with ~~Georgetown University~~, Washington, DC (vendor code 179709), in the amount of \$204,850.00, to conduct a two-day education finance training for up to 500 New Hampshire education leaders as well as advanced training for selected New Hampshire education leaders to achieve a Certificate in Education Finance (CEF) from the Edunomics Lab at Georgetown, effective upon Governor approval through September 30, 2021. 100% Federal Funds

Funds to support this request are available in the account titled CARES ACT#3 EDUCATION FUND for FY 21 and FY 22, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified:

	<u>FY 21</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$85,000.00
	<u>FY 22</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$83,761.00
06-56-56-562010-19130000-072-509073 Grants Federal	\$36,089.00

EXPLANATION

The Department is requesting a **sole source** contract because the Ed Finance Training and Certificate in Education Finance program were developed by and are exclusively offered by Edunomics Lab at Georgetown.

As a result of the three federal stimulus packages in response to COVID19, public schools in New Hampshire have received approximately \$535M of additional federal aid. This temporary aid will create unique financial situations that school leaders will need to learn to navigate. The Certificate in Education Finance program is interdisciplinary and combines finance, economics and leadership with public policy and administration. Leaders will learn how to strategically allocate COVID19 related federal stimulus funds to reach desired outcomes and avoid

His Excellency, Governor Christopher T. Sununu
April 23, 2021

unintended consequences that can negatively impact students, schools, and communities. Participants will learn to:

- Identify common (but often ill-understood) cost drivers in education.
- Analyze how policy affects equity and resource use.
- Effectively consume and use education finance information.
- Strategically allocate resources to reach desired outcomes and avoid unintended consequences that can negatively impact students, schools, and communities.
- Grapple with productivity and financial tradeoffs in an environment of finite education dollars.
- Communicate finance strategy and decisions to myriad audiences.

Upon completion of the CEF, participants earn 4.0 Continuing Education Units (CEUs)

Dr. Marguerite Roza is a Research Professor at Georgetown University and Director of the Edunomics Lab, a research center exploring and modeling complex education finance decisions to inform policy and practice. She leads the McCourt School of Public Policy's Certificate in Education Finance, which equips participants with practical skills in strategic fiscal management, policy analysis, and leadership. The Edunomics Lab will design and conduct a two-day education finance training for up to 500 New Hampshire education leaders. Learning will take place through a combination of interactive classroom instruction, self-reflection, and hands-on practice. Participants will be guided through an examination of the financial and related resource allocation issues that are integral parts of public education policy in the United States; gain familiarity with budgets, spending-related policies, and data sources for financial information; and wrestle with challenges of productivity and tradeoffs. Participants will build fluency in how management decisions, wide-ranging policies, and resource allocation intersect to impact student success across multiple contexts, including their own. Upon completion of the first the two day course, selected participants will be eligible to participate in advanced training to achieve a Certificate in Education Finance (CEF, paid for by the Department of Education).

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

Respectfully submitted,

Christine Brennan
21-00 - Form 26 (Rev. 21, 2021) 11-0001

Christine Brennan
Deputy Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06 and suspend the Manual of Procedures 150. V., B., 1., requirement.

4-23-21
Date

Christopher T. Sununu
Governor Christopher T. Sununu

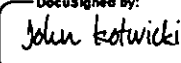

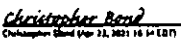
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Georgetown University		1.4 Contractor Address 37 th & O Streets, NW, Washington, DC 20057	
1.5 Contractor Phone Number 206-276-3172	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$204,850.00
1.9 Contracting Officer for State Agency Caitlin Davis, Division Director		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature DocuSigned by:  <small>015A34E0E98146B</small>		4/23/2021 Date:	1.12 Name and Title of Contractor Signatory John Kotwicki AVP Finance
1.13 State Agency Signature  <small>Christina Brennan (Apr 22, 2021 14:42 EDT)</small>		Date: Apr 23, 2021	1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education Christine Brennan, Deputy Commissioner of Education on behalf of Frank Edelblut, Commissioner of Education
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  <small>Christopher Bond (Apr 22, 2021 16:14 EDT)</small> Christopher Bond, Attorney On: Apr 23, 2021			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			



 Contractor Initials
 Date 4/23/2021

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 
Date 4/23/2021

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 omissions of the

Contractor Initials JK
Date 4/23/2021

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.

DS
JK

EXHIBIT A

Special Provisions

Additional Exhibits D-F

Section 10 of the P-37 is hereby modified to read as follows:

All intellectual property, including but not limited to copyrights, trademarks, and trade secrets, conceived, adopted, or developed by either party prior to the start of this project remains the property of the respective party. No transfer of ownership of any intellectual property should be implied or is granted under this Agreement.

Section 13 of the P-37 is hereby modified to read as follows:

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, 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, 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

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

As a result of the three federal stimulus packages in response to COVID19, public schools in New Hampshire have received approximately \$535M of additional federal aid. This temporary aid will create unique financial situations that school leaders will need to learn to navigate. Certificate in Education Finance program is interdisciplinary and combines finance, economics and leadership with public policy and administration. Leaders will learn how to strategically allocate COVID19 related federal stimulus funds to reach desired outcomes and avoid unintended consequences that can negatively impact students, schools, and communities.

Georgetown University will provide the following services to the New Hampshire Department of Education effective upon Governor approval through September 30, 2021:

Design and conduct a virtual two-day education finance training for New Hampshire education leaders (participants identified and invited by the Commissioner and NH Department of Education) for up to 500 participants, including program materials.

Upon completion of the two-day seminar, participants will have an opportunity to opt into additional virtual trainings and earn a Certificate in Education Finance from Georgetown University at the discounted rate of \$850 per person, paid for by the Department of Education. Candidate section criteria will be determined by the Department.

Draft agenda:

Learning Objectives

- Let go of popular assumptions about school finance and instead explore school finance from the numbers, building up from the school and classroom levels.
- Think creatively and innovatively about how school revenues are generated, what money can buy, and consider tradeoffs in spending choices.
- Explore the structure of budgets and be able to identify key finance figures for making relevant cost comparisons across different school systems.
- Consider what equity means in education finance, and apply it to different levels of the system for both revenues and expenditures.
- Investigate teacher compensation from the perspective of what the money is buying, labor value, incentives, and equity.
- Study the effect of various factors and issues on school finance including cost of living, pensions, rural education, charters, and more.
- Consider a set of finance strategies that differ on where decisions are made about how to spend money, and the barriers that exist for different models.
- Grapple with the challenge of increasing productivity in an environment of finite education dollars in light of the relevant research.
- Build skills to communicate finance strategy and decisions in a way that different audiences can trust them.

EXHIBIT B

Scope of Services cont.

Day 1:

Session 1

Opening Remarks and Welcome
Setting the Base
 New Era of School Finance - *Worksheet: A First Day Quiz*
 How the Money Flows: Federal, State, Local Sources

Dollars and Sense:

 Financial Fluency - *Worksheet: View from the School*
 Bottom Up Lens on Per Student Finances - *Worksheet: My School Survey*

Lunch Break

Session 2

State and Local Ed Finance Policy
Getting at the Numbers and How Resources Get to Schools

Can Schooling Get More Productive?
 What is Productivity (and Efficiency)?
 Worksheet: Using Productivity Data for Improvement

Messaging About Money: What We Know and What Works

Day 2:

Session 1

Funding + Equity Group Discussion: Funding and Equity *Worksheet: Funding and Equity*

Big Strategies for How Resources Get to Schools: Centralized, WSF/Decentralized, and School-based Funding
District Allocation Strategies - *Worksheet: Allocation Anatomy*

Interactive Table Activity: *Worksheet: Budget Hold'em Game*
Changing Landscape of Research on How Money Matters

Lunch Break

Session 2

Messaging About Money: Practice, Practice, Practice
Consuming Financial Information

Do the Math: *Worksheet: Do the Math*

Financial Transparency is Coming!
Learning from the Data: *Worksheet: Learning from the Data*

EXHIBIT C

Method of Payment

(Budget through September 30, 2021)

Two-day Education Finance Training including program materials	\$85,000.00
Certificate in Education Finance from Georgetown for up to 141 participants	\$119,850.00
Total	\$204,850.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$204,850.00.

Funding Source: Funds to support this request are available in the account titled CARES ACT#3 EDUCATION FUND for FY 21 and FY 22, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified:

	<u>FY 21</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$85,000.00
	<u>FY 22</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$83,761.00
06-56-56-562010-19130000-072-509073 Grants Federal	\$36,089.00

Method of Payment: Payment of \$85,000 to be made on the basis of an invoice generated after training date has been scheduled and open for enrollment. A second payment to be made on the basis of an invoice generated after Certificate in Education Finance participants have been fully enrolled, for up to 141 participants at \$850.00 per participant, and course cohort has been finalized and scheduled. Invoices and reports shall be submitted to:

Caitlin Davis
 Division Director
 NH Department of Education
 101 Pleasant Street
 Concord, NH 03301

03


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.

DS
JK

Contractor Initials
Date 4/23/2021

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.

DS
JK

Contractor Initials
Date 4/23/2021

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 (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

DS
JK

Contractor Initials
Date 4/23/2021



CINCINNATI OH 45999-0038

In reply refer to: 0248206070
Oct. 01, 2019 LTR 4170C 0
53-0196603 000000 00

00010133
BOOC: TE

GEORGETOWN UNIVERSITY
37TH & O ST NW BOX 571173
WASHINGTON DC 20057



032322

Person to contact: Customer Service

Dear Taxpayer:

We're responding to your request of Sep. 20, 2019, about the tax-exempt status of Georgetown University

We issued a determination letter in October 1973, granting this organization exemption from federal income tax under Internal Revenue Code Section 501(c)(3).

Our records show this organization is not a private foundation within the meaning of Internal Revenue Code (IRC) Section 509(a) because it's described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions to this organization as provided in Internal Revenue Code (IRC) Section 170. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for federal estate and gift tax purposes if they meet the requirements of IRC Sections 2055, 2106, and 2522.

If an organization fails to file a required annual return or notice for three consecutive years, its tax-exempt status is revoked by operation of law. This is stated in IRC Section 6033(j)(1). The revocation is effective on the filing due date of the third annual return or notice. For more information about filing requirements, you can visit our website at www.irs.gov/eo.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.



GEORGETOWN UNIVERSITY

Division of Financial Affairs

April 8, 2015

**DELEGATION OF TREASURER'S DUTIES
AS CONTRACTING OFFICER**

WHEREAS, pursuant to Article III, Section 5, of the Bylaws of Georgetown University (the "University"), the Treasurer may delegate to other University employees the authority to execute contracts on behalf of the University;

WHEREAS, the Treasurer has deemed it appropriate and necessary to delegate his signature authority as the University's contracting officer to John C. Kotwicki, Assistant Vice President, for Tax and Special Assistant to the Vice President for Finance (the "AVP"), during times of his absence and unavailability to execute contracts on behalf of the University, and to take such other actions as may be necessary to carry out this authority; and

WHEREAS, the Treasurer has further deemed it appropriate and necessary to allow the AVP to sub-delegate the signatory authority granted herein; provided that any such sub-delegation is effected in accordance with the policy on Approvals and Signature Authorizations, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the AVP has full authority to execute contracts on behalf of the University and to take such other actions as may be necessary to carry out this authority.

AND BE IT FURTHER RESOLVED, that the AVP shall have authority to sub-delegate the signatory authority granted herein; provided that any such sub-delegation is effected in accordance with the policy on Approvals and Signature Authorizations, attached hereto as Exhibit A.

GEORGETOWN UNIVERSITY

By: 

David R. Rubenstein
Vice President for Finance and Treasurer

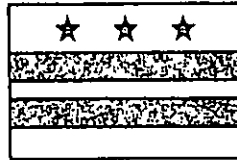
APPROVED

By: 

John F. DeGioia
President

Such authority has not been amended or revoked, and remains in full force and effect as of 4/23/21.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



C E R T I F I C A T E

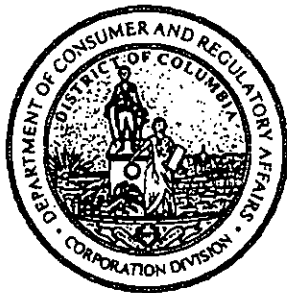
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this **CERTIFICATE OF GOOD STANDING** is hereby issued to

GEORGETOWN UNIVERSITY (THE)

WE FURTHER CERTIFY that the domestic filing entity is formed under the Act of Congress on 6/10/1844; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity has not been dissolved. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 5/19/2021 11:06 AM

Business and Professional Licensing Administration



Josef G. Gasimov

JOSEF G. GASIMOV
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: 5m5xsXPP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2021

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 MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: _____	
	PHONE (AC, No, Ext): _____	FAX (AC, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Educators Insurance Company	10020	
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

CN103018375-6nd-GL-20-21.

INSURED
Georgetown University
Attn: Office of Risk Management, Box 571187
3300 Whitehaven Street NW, Suite 1400
Washington, DC 20057

COVERAGES **CERTIFICATE NUMBER:** CLE-005701870-01 **REVISION NUMBER:** 1

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	ADDITIONAL	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			SELF-INSURED			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ INCLUDED MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ _____
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$ _____				07/01/2020	07/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER 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)

CERTIFICATE HOLDER New Hampshire Department Of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
--	---



Georgetown University

April 22, 2021

To Whom It May Concern:

Georgetown University maintains a comprehensive General Liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (including a \$1,000,000 self-insured retention). This policy provides coverage for bodily injury and/or property damage to third parties that result from the University's negligence. Additionally, the University maintains Excess Liability coverage in addition to the primary general liability policy with limits in the amount of \$65,000,000.

Georgetown University also maintain a large deductible workers compensation insurance policy (including a \$1,000,000 deductible) with statutory policy limits.

If you have any questions or concerns, please feel free to contact me at (202) 255-1943.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Yohe", with a long horizontal flourish extending to the right.

Joseph Yohe
Associate Vice President for Risk Management



JUN 18 '21 PM 2:59 RCVD

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

June 11, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu has authorized the Department of Education (DOE), to enter into a **sole source** contract with Georgetown University, Washington, DC (vendor code 179709), in the amount of \$205,500.00, to conduct a two-day education finance training for up to 500 New Hampshire education leaders as well as advanced training for selected New Hampshire education leaders to achieve a Certificate in Education Finance (CEF) from the Edunomics Lab at Georgetown, effective upon Governor approval through September 30, 2021. 100% Federal Funds

Funds to support this request are available in the account titled CARES ACT#3 EDUCATION FUND for FY 21 and FY 22, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified:

	<u>FY 21</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$168,761.00
	<u>FY 22</u>
06-56-56-562010-19130000-072-509073 Grants Federal	\$36,739.00

EXPLANATION

The Department is requesting a **sole source** contract because the Ed Finance Training and Certificate in Education Finance program were developed by and are exclusively offered by Edunomics Lab at Georgetown. The trainings are interdisciplinary and combine finance, economics and leadership with public policy and administration. Participants learn to:

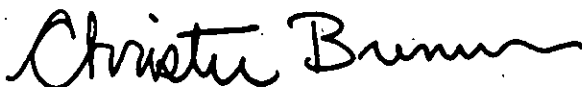
- Identify common (but often ill-understood) cost drivers in education.
- Analyze how policy affects equity and resource use.
- Effectively consume and use education finance information.
- Strategically allocate resources to reach desired outcomes and avoid unintended consequences that can negatively impact students, schools, and communities.
- Grapple with productivity and financial tradeoffs in an environment of finite education dollars.
- Communicate finance strategy and decisions to myriad audiences.

Upon completion of the CEF, participants earn 4.0 Continuing Education Units (CEUs)

Dr. Marguerite Roza, is a Research Professor at Georgetown University and Director of the Edunomics Lab, a research center exploring and modeling complex education finance decisions to inform policy and practice. She leads the McCourt School of Public Policy's Certificate in Education Finance, which equips participants with practical skills in strategic fiscal management, policy analysis, and leadership. The Edunomics Lab will design and conduct a two-day education finance training for approximately 500 New Hampshire education leaders. Learning will take place through a combination of interactive classroom instruction, self-reflection, and hands-on practice. Participants will be guided through an examination of the financial and related resource allocation issues that are integral parts of public education policy in the United States; gain familiarity with budgets, spending-related policies, and data sources for financial information; and wrestle with challenges of productivity and tradeoffs. Participants will build fluency in how management decisions, wide-ranging policies, and resource allocation intersect to impact student success across multiple contexts, including their own. Selected participants will be eligible to participate in advanced training to achieve a Certificate in Education Finance (CEF).

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

Respectfully submitted,



Christine Brennan
Deputy Commissioner of Education