

SPONSORED SERVICES AGREEMENT
Sponsor ID No: 20-0546

This **SPONSORED SERVICES AGREEMENT** (“Agreement”), which shall become effective on the date of the last signature (“Effective Date”), is hereby executed by and between Commission to Study School Funding (RSA 193-E:2-e) (“Sponsor”), having a principal place of business in Concord, New Hampshire, and the University of New Hampshire (“UNH”), having a principal place of business in Durham, New Hampshire.

The work contemplated by this Agreement is of mutual interest and benefit to UNH and to the Sponsor, and shall further the educational, research, or outreach objectives of UNH in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** UNH agrees to use reasonable efforts to perform the work as described in Exhibit A to this Agreement.
2. **PROJECT DIRECTOR.** The Project shall be supervised by Dr. Bruce Mallory, the “Project Director.” If, for any reason this individual is unable to continue to serve as Project Director and a successor acceptable to both UNH and the Sponsor is not available, this Agreement shall be terminated as provided in Article 6.
3. **PERIOD OF PERFORMANCE.** The Project shall be conducted during the period 01/13/20 (the “Starting Date”) through 12/31/20 (the “Completion Date”). The Completion Date shall be subject to extension only by mutual written agreement of both parties’ authorized representatives.
4. **TOTAL COST.** The total cost for performance of the Project is estimated at \$455,457.

UNH may submit to Sponsor a revised budget requesting additional funds if Sponsor requests a change in the Project scope of work.

5. **PAYMENT. Fixed-Price Agreement.** Sponsor will pay UNH the price for performing the Research of \$455,457. The parties estimate that this price is sufficient to support the Research. Sponsor will not be entitled to any reversion of project funding as it relates to any residual balance at the completion of the Project.

Payment shall be made by Sponsor according to the following schedule:

- a. \$151,819 upon execution of the Agreement by the Parties;
- b. \$151,819 on June 30, 2020
- c. The remaining balance (\$151,819) to be paid upon submission of the Final report to the Commission.

Checks shall be made payable to the University of New Hampshire and shall be sent to:

Sponsored Programs Administration
Attention: Kathie Lopez
51 College Road, Room 109
University of New Hampshire
Durham, NH 03824-3585

- 6. TERMINATION & NOTICES.** Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days' prior written notice to UNH's authorized representative at the address given below. Performance may be terminated by UNH (1) if the Sponsor fails to make payment to UNH in accordance with the terms stated in Article 5 above and does not remedy the non-payment within thirty (30) days' written notice from UNH or (2) if circumstances beyond UNH's reasonable control preclude continuation of the Project. Upon termination by either party, Sponsor shall reimburse UNH for all costs and non-cancelable commitments incurred in the performance of the Project up to and including the effective date of termination; such reimbursement shall not exceed the total estimated project cost specified in Article 4.

Any notice or communication required or permitted to be given hereunder shall be in writing and, except as otherwise expressly provided in this Agreement, shall be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To UNH:

University of New Hampshire
Dianne Hall
51 College Road
Durham, NH 03824

Tel: 603-862-1942
Email: Dianne.hall@unh.edu

To Sponsor:

Commission to Study School
Funding David Luneau
Room 207
Legislative Office Building
Concord, NH 03301

603.746.6484
dluneauh@gmail.com

- 7. REPRESENTATIONS AND WARRANTIES.** UNH makes no representations or warranties of any kind, express or implied, concerning the work on the project or any intellectual property rights, including, without limitation, warranties of merchantability, fitness for a particular purpose, noninfringement, validity of any intellectual property rights or claims, whether issued or pending, and the absence of latent or other defects, whether or not discoverable. Specifically, and not to limit the foregoing, UNH makes no warranty or representation (i) arising out of any course of dealing; (ii) regarding the validity or scope of the Project outcomes or any intellectual property rights optioned or granted hereunder; and (iii) that the exploitation of the Project outcomes or any intellectual property rights shall not infringe any patents or other intellectual property rights of UNH or of a third party.

In no event shall UNH, its trustees, directors, officers, employees, agents, and students (or their successors, heirs or assigns), be liable for incidental or consequential damages of any kind, including but not limited to economic damages or injury to persons or property and lost profits, loss of data or delay or termination of project, or from use of project outcomes regardless of whether UNH shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing. This Article 7 shall survive the expiration or any earlier termination of this Agreement.

- 8. INSURANCE.** Each party shall maintain Workers' Compensation insurance or other coverage on its employees as required by New Hampshire or other applicable law, and shall self-insure or maintain insurance covering its liability under this Agreement. Each party shall procure and maintain during the term of this Agreement comprehensive liability insurance to the full amount of their respective insurance limits, but in no event less than \$1 million per occurrence and \$2 million aggregate, with a reputable and financially secure insurance carrier that is properly licensed or authorized to do business in the applicable jurisdiction.
- 9. INTELLECTUAL PROPERTY.** The parties to this Agreement do not anticipate that any intellectual property (e.g., inventions or copyrights) shall be created in the performance of the Project; however, in the unlikely event that intellectual property is created, it shall vest in the creator or their employer, as appropriate, and no rights to such intellectual property are transferred under this Agreement. In addition, no rights to any pre-existing intellectual property that shall be the subject or focus of the Project are transferred under this Agreement.
- 10. PUBLICATIONS AND REPORTS.** The Project Director shall submit deliverables to Sponsor as described in Exhibit A. UNH shall be free to publish or otherwise disseminate the results of the Project after providing the Sponsor with a thirty (30) day period in which to review each manuscript or other public disclosure to identify patentable subject matter and to identify any inadvertent disclosure of the Sponsor's Proprietary Information, as defined in Article 11. If necessary to permit the preparation and filing of U.S. patent applications, UNH may, in its sole discretion, agree to an additional review period not to exceed sixty (60) days.
- 11. PROPRIETARY INFORMATION.** For the purposes of this Agreement, "Proprietary Information" refers to information of any kind which is disclosed by either party and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure. Each party shall use the other's Proprietary Information solely for the purposes of the Project and further agree that all Proprietary Information exchanged in connection with this Agreement shall be kept confidential by the receiving party unless specific written release is obtained from the disclosing party. This confidentiality requirement shall not attach to information that a party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or Congressional subpoena. It is agreed that the disclosure of Proprietary Information shall not be construed as a grant of any right or license with respect to such information except as set forth herein or in a duly executed license agreement.

12. **INDEPENDENT CONTRACTOR.** UNH and Sponsor shall act hereunder only as independent contractors, and nothing herein contained shall be construed to be inconsistent with that relationship or status.
13. **INDEMNIFICATION.** Sponsor shall indemnify, defend, and hold harmless UNH, its trustees, directors, officers, employees, agents, and students (or their successors, heirs or assigns) (“Indemnitees”) from any liability, damage, loss, or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or work done on the Project under this Agreement, except to the extent that the liability is due to the gross negligence or willful misconduct of UNH. UNH shall promptly notify Sponsor of any claim and shall cooperate with Sponsor in the defense of the claim. Sponsor shall, at its own expense, provide attorneys reasonably acceptable to UNH to defend against any claim with respect to which Sponsor has agreed to indemnify UNH. This indemnity shall not be deemed excess coverage to any insurance or self-insurance UNH may have covering a claim. Sponsor’s indemnity shall not be limited by the amount of Sponsor’s insurance. The provisions of this clause shall survive termination of this Agreement.
14. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party; any attempted assignment is void.
15. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the State of New Hampshire and any applicable United States Federal law, and shall be enforced in a court of competent jurisdiction in New Hampshire.
16. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.
17. **EXPORT CONTROLS** It is understood that UNH is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations. The transfer of certain technical data and commodities may require a license from the United States Government and/or written assurances by the Sponsor that the Sponsor will not re-export data or commodities to certain foreign countries without the authority of an applicable export license or applicable license exemption. While UNH agrees to cooperate in securing export licenses which Sponsor may need to exploit the Research, UNH cannot guarantee that such licenses will be granted.

18. ENTIRE AGREEMENT & COUNTERPARTS. Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between UNH and the Sponsor for the Project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. For the sake of clarity, this Agreement also supersedes any of Sponsor's Terms and Conditions of Purchase. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or .pdf copy of a signature of a party hereto shall have the same effect and validity as an original signature.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement, effective as of the date set forth herein.

UNIVERSITY OF NEW HAMPSHIRE

Commission to Study School Funding

Signature: _____

Signature: _____

Name: Dianne Hall

Name: David E. Luneau

Title: Senior Grant and Contract Administrator

Title: Commission Chair

Date: _____

Date: _____

I, Dr. Bruce Mallory, named as Project Director, acknowledge that I have read this Agreement in its entirety and shall use reasonable efforts to uphold my obligations and responsibilities set forth herein:

Signature: _____

Date: _____

EXHIBIT A

Project Title: School Study Funding

Project Period: January 13, 2020 – December 31, 2020

Objectives:

Campus will support the work of the Commission to Study School Funding as defined in HB 4, per RSA 193-E:2-e.

Scope of Work:

Campus will establish a program management structure to develop, conduct, and monitor activities organized around four major components—logistical support, research, public engagement, and communications. All activities and substantive decisions pursued under this project will be based on on-going communications and coordination with the Chair of the Commission or his/her designees.

Timelines provided below are estimates and will depend on the needs of the Commission and its schedule for completing the tasks listed above. We understand that the actual date for submitting a final report from the Commission to the General Court is likely be moved back from the September, 2020 deadline identified in HB 4.

Logistical Support

Campus will support the Commission in the following ways:

1. Assist the Chair in developing and posting all Commission meeting agendas.
2. Record and post the minutes of Commission meetings, and subcontract with court reporter services for verbatim transcriptions of meetings as needed.
3. Coordinate video conferencing as needed for Commission meetings in Concord and at remote locations.
4. Manage reimbursement for auto mileage for public members of the Commission.
5. Compile and catalogue resource materials pertaining to school funding.
6. Coordinate collaborative activities with relevant state and national organizations, including the National Conference of State Legislatures, the Education Commission of the States, the NH School Administrators Association, the NH School Boards Association, teachers' associations, parent-teacher associations, and others as deemed by the Commission.
7. Develop and disseminate Request for Proposals (RFP's) for subcontractors carrying out research and related activities necessary to the Commission's work.
8. Assist in the design and implementation of pre-launch activities, in collaboration with the NCSL and others.
9. Assist in the drafting of interim and final reports.

Timeline: These activities will be on-going during the period of the Commission's work through submission of its final report to the General Court. Pre-launch activities will take place in January and February 2020.

Research

Campus will oversee and coordinate all research efforts conducted by the Commission, primarily through agreements to qualified vendors, including specific tasks assigned to Campus research staff. This will include:

1. Work closely with Commission leadership to identify the primary research questions that will need to be addressed. Create a detailed research agenda responsive to its statutory charge.
Timeline: February-March, 2020
2. Draft and disseminate RFP's to qualified research entities to gather, analyze, and interpret relevant data needed by the Commission, including but not limited to—
 - a. Identify trends and disparities across the state in student performance in pre-kindergarten through grade 12 based on current school funding options.
 - b. Re-establish the baseline for the costs, programs, staffing, and facilities needed to provide the opportunity for an adequate education.
 - c. Study and produce recommendations regarding all costs and existing funding for special education, including listing any currently unfunded special education mandates issued to date by the state department of education.
 - d. Study integrating into the education funding adequacy formula a factor that accounts for the number of Class A, B, and C properties in a community, and the distribution of education funding costs across those numbers and classes of properties.

Work closely with the Commission to identify selection criteria for research and policy vendors. We will use the pro bono resources of the National Conference on State Legislatures, through its Education Financing Program, and Education Commission of the States, to identify national experts and draft and disseminate RFP's. Selection of all vendors and subcontractors will be subject to final approval by the Commission.

3. Work with approved subcontractors to assure the timely submission of all deliverables.
4. Coordinate the work of multiple research subcontractors to assure that both national and state expertise is brought to bear on the key research questions.
5. Write a final research report that synthesizes and summarizes all research findings.

Timeline: Draft and disseminate RFP's – March, 2020 (responses due
by March 15, 2020)

Complete selection and contract process – April, 2020

Subcontractor's research reports completed – August 1, 2020

Research summary report – September 1, 2020

Deliverables Schedule:

Public Engagement

Campus will design a comprehensive public engagement strategy to both inform the public about the goals and activities of the Commission and to create pathways for public input into Commission deliberations and decisions. We will do this in several ways:

1. Convene key stakeholder focus groups to address the question, *What considerations should the Commission prioritize as it conducts its research, analysis, and policy recommendations?* Examples of key stakeholders include superintendents, school board chairs, elected municipal leaders, teacher association representatives, parents, students, nonprofit and philanthropic leaders, senior citizens, and business leaders. We will convene 6 stakeholder focus groups, located regionally across the state, each to include two groups of 8-10 each, for a total of 100-120 participants. The focus groups will be facilitated by NH Listens Fellows. Summary reports will be written for each focus group, and a single report summarizing the results of all groups will be completed by mid-June. Campus will identify focus group members in consultation with the Commission, oversee recruitment and registration of participants, and make all site arrangements.
Timeline: March-May, 2020
2. Work with the UNH Survey Center to conduct a statewide survey of residents to assess their attitudes toward the school funding issue, their understanding of how schools are funded in New Hampshire, and what they believe to be the most important considerations for designing a fair and effective funding mechanism. A report summarizing the survey findings will be submitted to the Commission by the end of June.
Timeline: May-June, 2020
3. Design and conduct a statewide community conversation process to a) present draft policy recommendations, and b) solicit input regarding those recommendations. This broad scale public engagement component would occur once the Commission has tentatively identified a range of policy options and strategies relating to its charge. We will identify 10-12 locations across the state in diverse geographic/demographic regions and conduct moderated open meetings, using NH Listens Fellows and trained facilitators. Community conversations would generally be scheduled for a 3-hour time period on a weekday (5:30 to 8:30 pm). Each site would be expected to draw an average of 75 participants for a total of 750-900. Childcare and light refreshments will be provided. Sites will include public school facilities (cafeterias, multipurpose rooms, gymnasiums), community centers, libraries, and similar public spaces. The input received at each community conversation will be recorded and summarized. A final report analyzing all input received will be produced by mid-October.
Timeline: Design and advertising – July-August, 2020
Hold conversations – September, 2020
4. Design and carry out an engagement effort focused on student voice to assure that students' hopes and concerns are addressed in policy recommendations. We will work with our partners at the NH Institute for Civics Education to make sure this is a "learning moment" for New Hampshire middle and high school students. This could take the form of lesson modules designed for use in middle and high school social studies classes. Such lessons would educate students about school funding in New Hampshire and elicit their ideas and questions using a standardized recording template. After the completion of the lesson(s), teachers will send those documents to us for transcription and analysis. We expect to engage 100 social studies teachers from across the state

in this activity. We will write a report summarizing all student discussion and input, completed by July, 2020.

Timeline: Design lessons and recruit teachers – March-April, 2020

Conduct lessons and receive reports – May, 2020 (possibly early fall)

5. Write a summary report for the Commission that aggregates the findings of all public engagement efforts. We will complete the final public engagement report by the end of October, 2020.

Communication

Campus will design a communication strategy for the Commission to inform the public and key constituencies regarding the Commission's activities and progress. This will include:

1. Design and maintain a dedicated Commission web site (free-standing or linked through the General Court and/or Campus) to disseminate information, make data accessible, and record public comments. The website will conform with all open access rules and regulations affecting public sector activities.

Timeline: Design and activate web site – by March 1, 2020

2. Develop a media relations strategy with key media partners (print, broadcast, electronic), including social media, to keep the public informed and to invite participation in the public engagement components of the effort.

Timeline: Create media relations strategy – by March 1, 2020

3. Work closely with Commission leadership to draft interim media reports, press releases, and other public communications. We will assist in the coordination of media relations and advise Commission leadership regarding the timing and content of those communications.

Timeline: On-going during the period of the project