



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

March 30, 2021

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

**REQUESTED ACTION**

Authorize the Department of Education to enter into a Memorandum of Understanding (MOU) with the New Hampshire Department of Administrative Services (NHDAS), Concord, NH (Vendor Code 311152), in an amount not to exceed \$80,000 to assist in the administration of the Emergency Assistance for Non-Public Schools (EANS) grant for the period effective from Governor approval through September 30, 2022. This MOU may renew for up to two years, with the terms and conditions contained in effect for each subsequent year of such annual renewal upon Governor approval. 100% Federal Funds.

Funds are available in the account titled EANS-CRRSA Act 2021 for Fiscal Years 2021 and 2022, with the authority to adjust encumbrances between Fiscal Years through the Budget Office, without further approval from Governor, if needed and justified:

06-56-56-562010-19700000-102-500731	<u>FY21</u>	<u>FY22</u>
Contracts for Program Services	\$40,000	\$40,000

**EXPLANATION**

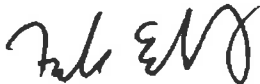
The purpose of the EANS program is to provide services or assistance to eligible non-public schools to address the impact that the Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on non-public school students and teachers in the state. The grant allows the State to contract with another public entity to oversee the administrative management of the grant on behalf of the New Hampshire Department of Education.

As part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, (CRRSA Act) Public Law 116-260, Congress set aside \$2.75 billion of the Governor's Emergency Education Relief Fund specifically to provide emergency assistance to students and teachers in non-public schools through the Emergency Assistance to Non-public Schools (EANS) program.

DAS will provide staff from the Division of Procurement and Support Services (DPSS), with appropriate knowledge and experience, to provide the necessary support functions as outlined in this agreement. DAS' DPSS will be solely responsible for supervision of such employees. DPSS staff will have responsibility to assign and approve work tasks. DAS DPSS shall provide the services of no more than two staff members of its own selection to deliver procurement support services to DOE and other entities served by DOE, specifically non-profit non-public schools pursuant to the grant noted below.

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

Respectfully submitted,



Frank Edelblut  
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, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05 and suspend the Manual of Procedures 150, V., B., 1., requirement.

4.16.21

Date



Governor Christopher T. Sununu

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**New Hampshire Department of Education (DoE)**  
**And**  
**New Hampshire Department of Administrative Services (DAS)**

**A. AGREEMENT**

This Memorandum of Understanding (MOU) between the NH Department of Education (DOE) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain procurement services as defined herein. DOE and DAS will work to resolve any issues regarding allocation of responsibilities between the agencies under this MOU.

**B. STAFF AND SUPERVISION**

DAS will provide staff from the Division of Procurement and Support Services (DPSS), with appropriate knowledge and experience, to provide the necessary support functions as outlined in this agreement. DAS' DPSS will be solely responsible for supervision of such employees. DPSS staff will have responsibility to assign and approve work tasks. DAS DPSS shall provide the services of no more than two staff members of its own selection to deliver procurement support services to DOE and other entities served by DOE, specifically non-profit non-public schools pursuant to the grant noted below.

**C. SCOPE OF WORK**

Procurement requests from DOE shall be delivered to such liaisons at DPSS as may be designated by DPSS. These liaisons will work directly with DOE's designee.

DPSS shall perform such purchasing duties as are requested by DOE and are agreed to by DPSS which are associated with the Emergency Assistance for Non-Public Schools (EANS) grant a grant providing funding for the purposes of COVID-19 relief to non-profit non-public schools.

General responsibilities assumed by DPSS, as outlined in the attached DPSS "Non-public schools Order Fulfillment Guidance," incorporated herein by reference, shall be:

- Providing procurement services in accordance with all applicable laws and administrative rules;
- Tracking open order status;
- Providing substantiating documents associated with the procurement process for audit purposes;
- Overseeing the system of procurement for non-profit non-public schools under the grant.
- DPSS shall utilize the application and template provided by DOE, attached here to as Exhibit A – Application and Exhibit B – Template to process non-profit non-public school applications, reimbursement and purchase requests, as applicable.

DPSS purchasing duties shall include, but not be limited to, the following;

- Preparation and solicitation of requests for Bids, Proposals, Quotes, etc. as deemed necessary by DPSS;
- Review and subsequent issuance of Purchase Orders or Contracts;
- Materials management up to the time of delivery;
- Verification of receipt by the end user and notification to DOE for final payment.

DOE duties and responsibilities will include:

- DOE grants DPSS authority to review and approve each request.
- DOE will provide appropriate accounting codes and information.
- DOE may confirm participation of up to 150 non-profit non-public schools.
- DPSS shall secure the federal grant dollar amount from DOE.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**New Hampshire Department of Education (DoE)**  
**And**  
**New Hampshire Department of Administrative Services (DAS)**

**D. PAYMENT FOR SERVICES**

DAS-DPSS will cover all employee-related costs for staff within the division including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision. For the duration of this memorandum of understanding, DOE will pay to DAS the following sums for employees assigned duties under this memorandum of agreement:

1. For the more senior of the employees assigned: the sum of \$57.38 per hour (or \$4,303.50 biweekly if work entails 75.0 hours of service to DOE);
2. For the junior employee assigned: the sum of 41.94 per hour (or \$3,145.50 biweekly if work entails 75.0 hours of service to DOE).

DAS-DPSS will invoice DOE quarterly for payment.

Payment for Services under this MOU shall not exceed \$80,000.00.

**E. EVALUATION AND QUALITY ASSURANCE**

Procurement services provided under this MOU must be performed in a manner that is satisfactory to DOE. If DOE determines that services provided are not satisfactory, the DOE liaison will first attempt to resolve the issue with the DPSS Purchasing Agent. If those efforts are not successful, DOE will escalate the concern with DPSS senior management (Director Gary Lunetta). DPSS will endeavor to take appropriate action to address DOE's concern(s).

**F. MISCELLANEOUS**

This memorandum constitutes the entire understanding between the parties. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties. Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

**G. DURATION**

This Agreement is effective upon Governor approval, and shall continue until September 30, 2022 or until funding under the grant is exhausted, whichever comes first, unless otherwise terminated, subject to continued availability of sufficient funds. This MOU may renew for up to two years, with the terms and conditions contained in effect for each subsequent year of such annual renewal upon Governor approval.

**H. TERMINATION**

Either party may terminate this agreement with 30 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DOE will resume responsibility for any procurement related functions assumed by DPSS under this memorandum and DOE will not be obligated to pay any outstanding balance due to DAS-DPSS beginning the month immediately following the effective date of the termination of this agreement.

MEMORANDUM OF UNDERSTANDING  
Between  
New Hampshire Department of Education (DoE)  
And  
New Hampshire Department of Administrative Services (DAS)

I. SIGNATORIES

APPROVED by: DEPARTMENT of EDUCATION (DOE):

  
\_\_\_\_\_

FRANK EDELBLUT, COMMISSIONER

DEPARTMENT OF EDUCATION

DATE 4-15-21

APPROVED by: DEPARTMENT of ADMINISTRATIVE SERVICES (DAS):

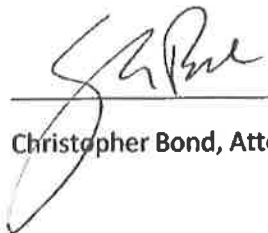
  
\_\_\_\_\_

CHARLES M. ARLINGHAUS, COMMISSIONER

DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE April 6, 2021

Approved by the Department of Justice this 15<sup>th</sup> day of April 2021 as to form, substance and execution.

  
\_\_\_\_\_

Christopher Bond, Attorney

DEPARTMENT OF JUSTICE

Exhibit A - Application

**EMERGENCY ASSISTANCE TO NON-PUBLIC SCHOOLS PROGRAM**

**PART A: Cover Sheet**

Name of School:	
Mailing Address (Street Number and Name, City, State, Zip Code):	
Name and Title of Authorized Representative of the School:	
Email Address:	
Office Phone Number:	
Mobile Phone Number:	
I certify to the best of my knowledge and belief, all of the information in this application is true and correct. I further understand that knowingly making a false statement or misrepresentation on this application may subject me to criminal or civil penalties under applicable State and Federal laws. Further, I acknowledge the New Hampshire Department of Education may require additional information from this school to facilitate compliance reporting per Federal request and I agree to provide the information upon request within the timeframe request.	
Authorized Representative of the School (Typed Name):	
Signature of Authorized Representative of the School:	Date:

**Paperwork Burden Statement** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0751. The time required to complete this information collection is estimated to average 2 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this collection, please write to: U.S. Department of Education, Washington, DC 20202-4537.

Exhibit A - Application

**PART B: Non-Public School Eligibility**

By **checking each box** below, I affirm that the following is true and correct regarding the school referenced in Part A: Cover Sheet.

- The school elects not to participate in the EANS Program (no further responses are required. Simply return the application to the NH DoE).
- The school requesting services or assistance is a non-public school and is approved to operate in accordance with New Hampshire State law and held such status prior to March 13, 2020.
- The school requesting services or assistance did not and will not apply for and receive a loan under the Small Business Administration's Paycheck Protection Program (PPP) (15 U.S.C. 636(a)(37)) that is made on or after December 27, 2020.

NOTE: If a non-public school applies for a PPP loan on or after December 27, 2020, but does not receive funds under the PPP, the school may apply for services or assistance under the EANS program, as long as the non-public school meets the requirements and deadlines of this application. If a non-public school applied for or received a PPP loan prior to December 27, 2020, the school remains eligible for the EANS program. Similarly, if a non-public school applies for but does not receive services or assistance through EANS, nothing in the Education Stabilization Fund would preclude that non-public school from applying for and receiving a PPP loan on or after December 27, 2020.

- None of the services or assistance for which I am requesting support in Part D of this application have already been supported by a loan under the PPP or obtained through the provision of Equitable Services under ESSER I.

*[At its discretion, the New Hampshire Department of Education (NH DoE) may require a non-public school applicant to submit reasonable and appropriate documentation to substantiate one or more of the above assurances.]*

**PART C: Non-Public School Data**

Section 312(d)(3)(C) requires NH DoE to prioritize services or assistance to non-public schools that enroll low-income students and are most impacted by COVID-19. Accordingly, the State requests that the school provide the data described below. Such data must not include personally-identifiable information about students or their families.

**1. Paycheck Protection Program (PPP)**

A. Did the school receive a loan guaranteed under the PPP *before* December 27, 2020?

- Yes.
- No.

B. If the answer to 1.A is yes, please respond to the following:

i. What was the total amount of the PPP loan? \$ \_\_\_\_\_

ii. Do you assure that any funds received under the EANS program will be services or assistance not already funded by the PPP loan?

- Yes.

Exhibit A - Application

No.

**2. Impact of COVID-19**

The non-public school may apply to receive services or assistance from the NH DoE or its contractors to address educational disruption resulting from COVID-19 for any of the following:

- Supplies to sanitize, disinfect, and clean school facilities;
- Personal protective equipment (PPE);
- Improving ventilation systems, including windows or portable air purification systems to ensure healthy air in the non-public school;
- Training and professional development for staff on sanitation, the use of PPE, and minimizing the spread of infectious diseases;
- Physical barriers to facilitate social distancing;
- Other materials, supplies, or equipment to implement public health protocols, including guidelines and recommendations from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff during the qualifying emergency;
- Expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school;
- Educational technology (including hardware, software, connectivity, assistive technology, and adaptive equipment) to assist students, educators, and other staff with remote or hybrid learning;
- Redeveloping instructional plans, including curriculum development, for remote learning, hybrid learning, or to address learning loss;
- Leasing of sites or spaces to ensure safe social distancing to implement public health protocols, including guidelines and recommendations from the CDC;
- Reasonable transportation costs;
- Initiating and maintaining education and support services or assistance for remote learning, hybrid learning, or to address learning loss; or
- Reimbursement for the expenses of any services or assistance described above that a non-public school incurred on or after March 13, 2020, except for services or assistance under (C) (other than portable air purification systems, which are an allowable reimbursable expense), (D), (I), and (L)) or any expenses reimbursed through a loan guaranteed under the Paycheck Protection Act (15 U.S.C. 636(a)) as of December 27, 2020.

**3. Did the school receive equitable services from an LEA under the CARES Act, ESSER I fund?**

Yes.

No.



Exhibit A - Application

**Appendix A: Non-Public School Services or Assistance Requested Spreadsheet**

The non-public school shall provide the information requested in Appendix A: Non-Public School Services or Assistance Requested Spreadsheet, attached hereto, to allow for reimbursement(s) and / or purchase(s) of services and / or items referenced in PART C: Non-Public School Data, Section 2. Impact of COVID - 19.

The non-public school shall provide a copy of the paid invoice for all reimbursement requests.

