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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

May 20, 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 the Center for Teaching/Learning Math, Framingham, MA, (Vendor Code #161645), by extending the end date from June 30, 2021 to September 30, 2021, with no increase to the contract price, to provide a thorough follow-up experience after the participants of the "train the trainer program" have had adequate time to access and use the video series produced, effective upon Governor and Counsel approval. The original item was approved by Governor and Counsel on February 3, 2021 (Item #33) 100% Federal Funds.

EXPLANATION

Professor Mahesh Sharma has a nationally acclaimed reputation for improving mathematics instruction, psychology of mathematical learning, problem solving, and diagnosis and remediation of learning challenges in mathematics. We are now seeking adequate time for teachers around the state of New Hampshire to review the new mathematics video series produced by this initiative. Educators will also have opportunity to talk with Professor Sharma during the "follow-up Zoom meeting" about the new strategies and techniques outlined in the video series. The extension of time will help serve as additional support as teachers implement these new methods into their own classrooms at the start of the new school year.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Division of Learner Support, Bureau of Instructional Support, hereinafter "the Agency," and Center for Teaching /Learning of Mathematics, Framingham, MA, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on February 3, 2021 (Item # 33) hereby agree to modify same as follows:

1. Amend Section 1.7 Completion Date by removing June 30, 2021 and replacing with September 30, 2021.
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 (September 30, 2021).
4. 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: _____ 4-22
Commissioner of Education Date

Center for Teaching/Learning of Mathematics
Name of Corporation (Contractor)

By: MC Sharma 5/20/2021
Mahesh Sharma, founder/president Date

STATE OF N/A DUE TO COVID 19

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.

_____ _____
Notary Public/Justice of the Peace Commission Expires

Approved as to form, substance and execution by the Attorney General this 2nd day of June, 2021

_____
Division of Attorney General Office

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

By: _____

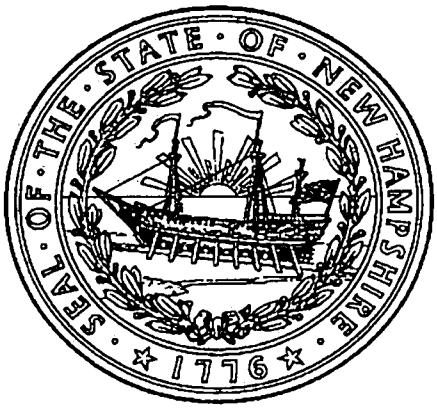
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTER FOR TEACHING/LEARNING OF MATHEMATICS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 14, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **858002**

Certificate Number: **0005367685**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Partnership)

I, Bimla Sharma, as a Partner of my Business, Center for Teaching/Learning of Mathematics, Inc., certify that Mahesh Sharma is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Center for Teaching/Learning of Mathematics, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as the Partner of the Business this 20 day of May, 2021.

Bimla Sharma

Bimla Sharma Partner

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20___, before me, _____ the undersigned Officer, personally appeared _____, who acknowledged himself/herself to be the Partner of _____, a Business, and that he/she, as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself/herself as Partner.

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

(NA COVID 19)

_____

Notary Public/Justice of the Peace

My Commission expires:

CENTFOR-01 SSULLIVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

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
Welsh & Parker Insurance Agency, Inc. / Hudson Office
131 Coolidge Street, Suite 100
Hudson, MA 01749

CONTACT NAME:
PHONE (A/C, No, Ext): (978) 562-5652 FAX (A/C, No): (978) 562-7120
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Center for Teaching/Learning of Mathematics, Inc.
C/O Mahesh Sharma

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR				10/15/2020	10/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) $	50,000
							MED EXP (Any one person) $	5,000
							PERSONAL & ADV INJURY $	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	
	OTHER:						$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	
	ANY AUTO						BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $	
	DED / RETENTION $						$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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
Attn: Joey Nichol
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

Susan L Sullivan

ACORD 25 (2016/03)

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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

January 14, 2021

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with the Center for Teaching/Learning of Mathematics, Inc., Framingham, MA (Vendor code 161645), in an amount not to exceed $21,709.56, to plan and provide training for a "train the trainer model" mathematics series consisting of eight videos, effective upon Governor and Council approval through June 30, 2021. 100% Federal Funds

Funds are available in the account titled Title II-A Prof Develop as follows:

	FY 21
06-56-56-562010-25100000-102-500731 Contracts for Program Services	$21,709.56

EXPLANATION

The Department is requesting a **sole source** contract since Professor Mahesh Sharma has a nationally acclaimed reputation for improving mathematics instruction, psychology of mathematical learning, problem solving, and diagnosis and remediation of learning challenges in mathematics. He has worked with elementary teachers in facilitating their exploration of successful use of manipulatives and of techniques that establish strong foundational strategies that lead students to successful understanding of mathematics. Professor Sharma has also done work with many New Hampshire school districts, where his work has been well received. As an author, he has written more than a hundred articles in professional journals and has been a contributor to several books in the field of mathematics. For all of these reasons, it is felt that Professor Sharma has the wide knowledge base so necessary to spear-head the New Hampshire Department of Education's video mathematics instructional series.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
January 14, 2021

The Center for Teaching/Learning of Mathematics, Inc. will plan and provide training for a "train the trainer model" mathematics series consisting of eight videos. These videos will highlight effective instructional strategies needed to teach mathematical concepts and skills to elementary school age children. These strategies may also be used in intervention work with students of all levels.

In order to accomplish this, Professor Sharma will plan and conduct the socially distanced workshop where a small group of elementary educators will be the target audience highlighted in the video series. This will be video-taped over a two-day period. The workshop topics include:

Introduction to the series
Mathematics as a Second Language
Concept of Number
What is Place Value and How to Teach It
Additive Reasoning
Number-sense at the end of Second grade
Multiplicative Reasoning
Number-sense at the end of Fourth Grade

After the video series is made available to the public through the New Hampshire Department of Education website, there will be a state–wide Zoom session with Professor Sharma. The session entitled "Questions and Answers with Professor Mahesh Sharma", serves as a follow-up opportunity to enhance the video series.

This unique mathematics series will be very beneficial to all teachers in the state of New Hampshire as the videos are:

1. Available to support teacher training at no cost to schools across the state.
2. Available anytime at the convenience of the viewer.
3. Organized to be an accessible and a long-lasting mathematical resource.
4. Providing professional development opportunities that can be reviewed as a reinforcement of the concepts.

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:kn:emr

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.2 Contractor Name Center for Teaching/Learning of Mathematics, Inc.		1.4 Contractor Address 754 Old Connecticut Path Framingham, MA 01701	
1.5 Contractor Phone Number 508-877-4089 (t) 508-494-4608 (cell)	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2021	1.7 Price Limitation $21,709.56
1.9 Contracting Officer for State Agency Kathryn J. Nichol, Education Consultant		1.10 State Agency Telephone Number 603-271-6087	
1.11 Contractor Signature Date: 1/13/2021		1.11 Name and Title of Contractor Signatory Mahesh C. Sharma, President of the Center for Teaching/ Learning of Mathematics, Inc.	
1.13 State Agency Signature Date: 1-19-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: CHRISTOPHER BOND On: 1/20/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MCS
Date 1/13/21

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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 MU
Date 1/13/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials MCR

Date 1/12/2

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials HCC
Date 1/13/21

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EXHIBIT A

Special Provisions

Additional Exhibits D-G

As a two member business, with no employees, provisions of form P-37 paragraph 15 (Workers' Compensation) do not apply to this contract.

Contractor Initials Mcc
Date 1/13/21

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EXHIBIT B

Scope of Services

The Center for Teaching/Learning of Mathematics, Inc. will provide the following services to the New Hampshire Department of Education, upon Governor and Council approval through June 30, 2021:

- Plan and provide training for a "train the trainer model" mathematics series consisting of eight videos. These videos will highlight effective instructional strategies needed to teach mathematical concepts and skills to elementary school age children. The topics include:
  - **Introduction to Series**
    - Teacher introduction of content
    - Snippets of classwork
  - **Mathematics as a Second Language**
    - Vocabulary
    - Syntax
    - Translation Process (applications to word problems)
  - **Concept of Number**
    - Entryway into Number
    - Numberness
    - Sight Facts
    - Decomposition/Decomposition of Number
    - Number Attack Skills
    - Forming Numbers
  - **What is Place-Value and How to Teach It**
    - The Components of Place-Value from Kindergarten to Fourth Grade
  - **Additive Reasoning**
    - Effective Strategies for Teaching Addition and Subtraction Concepts
    - Understanding the Inverse Relationship between Addition and Subtraction
  - **Number-sense at the end of Second Grade**
    - Facilitating discussions/questioning, application of, and assessment of Addition and Subtraction
  - **Multiplicative Reasoning**
    - Multiplicative Reasoning: Effective Strategies for teaching and learning. Multiplication and Division
    - Understanding the Inverse Relationship between Multiplication and Subtraction
  - **Number-sense at the end of Fourth Grade**
    - Facilitating discussions/questioning, application of, and assessment of Multiplication and Division

EXHIBIT B continued

- Two full days of video taping
- Pre-post filming consultations with the Video Company and NHDOE team
- Follow-up Zoom Meeting with participants includes pre-planning and debriefing with NHDOE team
- State-wide Zoom Session entitled "Question and Answers with Professor Mahesh Sharma"
- Deliverables of the Lecture Notes Handbook for film series participants
- Mathematical Pattern Cards for film series participants

EXHIBIT C

Method of Payment

(Budget through June 30,2021)

Activity	Total
Two full days of filming at the NHDOE with 10 adult students @ $5,000. day	$10,000.00
Consultation (Pre/Post filming with Video Company and DOE) 4 Zoom Meetings at 2 hours a piece 8 Hours	$5,625.00
Follow- Up with the Participants Zoom Meetings at 2 hours a piece and planning and debriefing	$2,500.00
Questions and Answers with Professor Sharma Mahesh - Zoom Meeting at 2 hours for planning and debriefing	$2,500.00
Travel: Hotel - $135.00 @ day 2 days = $270.00; Meals - $66.00 @ day 2 days = $132.00; Mileage – 0.56@ mile = $182.56	$584.56
Lecture Notes Handbook @ $5.00 per participant for 25 copies	$125.00
Materials from the Center Cards at $15.00 @ 25 packages	$375.00
Total	$21,709.56

Limitation on Price: In no case shall the total budget exceed the price limitation of $21,709.56.

Funding Source: Funds to support this request are available in the account titled Title II-A Prof Develop as follows:

	FY 21
06-56-56-562010-25100000-102-500731 Contracts for Program Services	$21,709.56

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

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

Contractor Initials MLL
Date 1/13/21

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EXHIBIT D

Contractor Obligations

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

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

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

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

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

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

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

Contractor Initials NCL
Date 1/13/21

Exhibit E

Federal Debarment and Suspension

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

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

   2. Does not have a proposed debarment pending;

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

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

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

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

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

Contractor Initials MCL
Date 1/13/21

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/sflllin.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.

Contractor Initials MU
Date 1/13/21

Exhibit G

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

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

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

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

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

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

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

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

Contractor Initials NCL
Date 1/13/21

State of New Hampshire

Department of State

CERTIFICATE OF AUTHORITY OF

CENTER FOR TEACHING/LEARNING OF MATHEMATICS, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **CENTER FOR TEACHING/LEARNING OF MATHEMATICS, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **CENTER FOR TEACHING/LEARNING OF MATHEMATICS, INC.** to transact business in this State under the name of **CENTER FOR TEACHING/LEARNING OF MATHEMATICS, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: **858002**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **14th** day of **December** A.D. **2020**.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Partnership)

I, Bimla Sharma, as a Partner of my Business, Center for Teaching/Learning of Mathematics, Inc., certify that Mahesh Sharma is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Center for Teaching/Learning of Mathematics, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as the Partner of the Business this 13 day of January, 2021.

Partner

STATE OF New Hampshire

COUNTY OF _____

On this the _____ day of _____, 20__, before me, _____ the undersigned Officer, personally appeared _____, who acknowledged himself/herself to be the Partner of _____, a Business, and that he/she, as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself/herself as Partner.

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

Notary Public/Justice of the Peace

My Commission expires:

CENTFOR-01

SSULLIVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

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
Welsh & Parker Insurance Agency, Inc. / Hudson Office
131 Coolidge Street, Suite 100
Hudson, MA 01749

CONTACT NAME:
PHONE (A/C, No, Ext): (978) 562-5662 FAX (A/C, No): (978) 562-7120
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Center for Teaching/Learning of Mathematics, Inc.
C/O Mahesh Sharma

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $ 1,000,000
	CLAIMS-MADE [X] OCCUR				10/15/2020	10/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) $ 50,000
							MED EXP (Any one person) $ 5,000
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						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
Attn: Joey Nichol
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

Susan L Sullivan

ACORD 25 (2016/03)

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MAPFRE | INSURANCE

The Commerce Insurance Company
Citation Insurance Company
11 Gore Road, Webster, Massachusetts 01570

Issued by The Commerce Insurance Company

DECLARATIONS - MASSACHUSETTS PAGE 1
BUSINESS AUTO COVERAGE FORM

RENEWAL 07/23/20

Office/Agent: 4031
Policy No:

ITEM ONE - Named Insured and Address

CENTER FOR TEACHING AND
LEARNING OF MATH

Producer Name and Address

BALDWIN INS AGCY INC
(508) 358-5383
260 BOSTON PST RD, POB 96
WAYLAND MA 01778

POLICY PERIOD: Policy covers FROM 07/23/20 TO 07/23/21 12:01 A.M. Standard Time at the Named Insured's Address stated above

NAMED INSURED'S BUSINESS:
FORM OF BUSINESS: OTHER DIRECT-BILLED COMMERCIAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS
This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

LIABILITY INSURANCE

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT The most we will pay for any one accident or loss	PREMIUM
Compulsory Bodily Injury	7	$ 20,000 Each Person $ 40,000 Each Accident	233.00
Personal Injury Protection	7	$ 8,000 Each Person	30.00
Optional Bodily Injury	7 8 9	Combined Single Limit SEE SCHEDULE Each Occurrence	910.00
Property Damage (COMPULSORY LIMIT $5,000)	7 8 9	Combined Single Limit Each Occurrence	INCLUDED
Auto Medical Payments Insurance	7	SEE SCHEDULE Each Person	8.00
Uninsured Motorists (COMPULSORY LIMITS $20,000/$40,000)	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	8.00
Underinsured Motorists	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	37.00

PHYSICAL DAMAGE INSURANCE

Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto.

Comprehensive Coverage	7	SEE SCHEDULE Deductible	186.00
Specified Causes of Loss		Deductible	
Collision Coverage	7	SEE SCHEDULE Deductible	593.00
Limited Collision Coverage		Deductible	0.00
Loss of Use - Rental Reimbursement	7	SEE SCHEDULE	189.00
Towing and Labor	7	SEE SCHEDULE	4.00

Forms and Endorsements attached to this Coverage Form:

CA 00 01 03 06 IL 00 21 04 98
IL 00 17 11 98 MM 99 11 10 11

PREMIUM FOR ENDORSEMENTS	
*ESTIMATED TOTAL PREMIUM	2,198.00

* This policy may be subject to final audit

SEE ADDITIONAL INFORMATION

Countersigned by: _____
Authorized Representative

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z15	300	W	153	1	001068	001	V	140	

INSURED

MM 00 97 11 17
ACW20C 05/13/03
11/01/17