0 SEP18'23 PM 3:51 RCV

84 MLC

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street, Suite 304
Concord, NH 03301
TEL. (603) 271-3495

August 15, 2023

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

REQUESTED ACTION

1. Authorize the Department of Education, Office of COVID-19 Education Programs, to hold an organized meeting on October 30, 2023, at the Grappone Conference Center, Concord, NH for a total conference cost not to exceed $45,000 for the purpose of providing a "Fall Education Conference" to train educators on how to engage students and effectively assess what students have learned. Effective upon Governor and Council approval through November 30, 2023. 100% Federal Funds.

2. Authorize the Department of Education to enter into a **sole source** contract with Emma Bogardus d/b/a By Emma B. (BEB), Littleton, NH (Vendor Code #398181), in an amount not to exceed $45,000.00 to plan and implement the "Fall Education Conference", effective upon Governor and Council approval through November 30, 2023. 100% Federal Funds.

Funds to support this request are available in in FY24 in the account titled EANS II-ARP Act (EANS II) as follows:

	FY24
06-56-56-562010-24990000-072-509073 Grants Federal	$45,000

EXPLANATION

This request is **sole source** because the Emergency Assistance to Non-Public Schools (EANS) portion of the American Rescue Plan Act, 2021, (ARP Act) guidance requires funding allocations to non-public schools. Eligible schools determine how to use these funds within the allowed parameters; it then becomes the responsibility of the State to secure those items or services on behalf of that school. By way of application, Mount Prospect Academy was allocated funding, in which they have requested BEB's services be contracted and provided to address the impacts of the COVID-19 pandemic within their school and has requested the conference be open to all NH educators. Additionally, they requested that BEB coordinate this training to occur at The Grappone Center, Concord, NH, as it is centrally located, to make it easier for any interested NH educator to attend.

The New Hampshire Department of Education seeks approval of a contract with BEB to provide services to Mount Prospect Academy to address the academic impacts of the COVID-19 pandemic. Specifically, BEB will plan and implement, including through contractual agreements with the conference center and workshop provider, a Fall Education Conference that will feature a full-day workshop presented by Dr. Marcia Tate of Developing Minds, Inc., focusing on brain-based learning.

Under this contract, BEB will contract and coordinate with the Grappone Conference Center, Concord, NH, to host the Conference, and with Developing Minds, Inc. to put on the featured full-day workshop. The Conference will provide a highly engaging workshop that will deal with both traditional and more authentic forms of assessing students. The purpose of this conference is to increase educators' ability to engage students and effectively assess what students learned. The objective of this training is improved student engagement and overall academic achievement through effective teaching and assessment strategies.

A copy of the agenda is attached, along with the resume of Emma Bogardus of BEB, who will be planning the event.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Fall Education Conference

Featuring Dr. Marcia Tate of Developing Minds, Inc.

October 30, 2023 7:30am – 3:45pm

Grappone Conference Center, Concord, NH

Hosted by Mount Prospect Academy (MPA)

DRAFT AGENDA

7:30am – 8:30am	Registration and Breakfast
8:30am – 9:00am	Welcome and Intro (Who we are and what we do PPT, Introduce each MPA site)
9:00am – 10:30am	Dr. Marcia Tate – Formative Assessments in a Brain-Compatible Classroom
10:30am – 10:45am	Coffee Break
10:45am – 12:00pm	Dr. Marcia Tate – Introduction to Tools and Strategies to Assess Learning
12:00pm – 1:00pm	Lunch Break
1:00pm – 2:00pm	Dr. Marcia Tate – Continuation of Tools and Strategies to Assess Learning
2:00pm – 2:15pm	Break
2:15pm – 3:30pm	Dr. Marcia Tate- Delivering a Brain-Compatible Assessment
3:30pm – 3:45pm	Distribution of Teacher Resources and Participation Certificates for CEUs

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 Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Emma Bogardus d/b/a By Emma B.		1.4 Contractor Address 254 Manns Hill Rd. Littleton, NH 03561	
1.5 Contractor Phone Number 603.616.2526	1.6 Account Number See Exhibit C	1.7 Completion Date November 30, 2023	1.8 Price Limitation $45,000.00
1.9 Contracting Officer for State Agency Ryanne M. Dennis		1.10 State Agency Telephone Number 603.731.6314	
1.11 Contractor Signature Emma Bogardus Date: 8/16/2023		1.12 Name and Title of Contractor Signatory Emma Bogardus, Owner, By Emma B.	
1.13 State Agency Signature Frank Edelblut Date: 9/8/2023		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: Elizabeth A. Brown On: 9/8/2023 Elizabeth Brown, Attorney			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials EB
Date 8/16/2023

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials CB
Date 8/16/23

Scanned by TapScanner

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials LCB

Date 8/16/23

Scanned by TapScanner

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 ECB
Date 8/16/23

Scanned by TapScanner

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

1. A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A of the Form P-37, that he or she is a sole proprietor of the business.

   a. I, Emma Bogardus, am a sole proprietorship. As such, I am not a corporation, partnership, or a limited liability company etc.

2. Emma Bogardus, sole proprietor of the Trade Name By Emma B., represents that she currently has no employees, and as such, is effectively exempt from RSA 281-A. If she should hire any employees, however, she would be required to comply with Paragraph 15 of the P-37, Workers' Compensation.

Contractor Initials ECB
Date 8/16/23

Scanned by TapScanner

EXHIBIT B

Scope of Services

Description of Services: By Emma B. (BEB) will plan and implement a Fall Education Conference (Conference), and BEB will take on the responsibility of procuring and managing all necessary contracts associated with the Conference. The Conference will be held for the benefit of Mount Prospect Academy (MPA), Plymouth, NH educators, and MPA has agreed to open the conference to any other educators from any other New Hampshire school. The Conference shall be held at the Grappone Conference Center ("Event Center") in Concord, NH.

Time for Completion: The Conference will be held on October 30th, 2023, with planning to start upon Governor and Council approval.

Program Overview: MPA wishes to host a Fall Education Conference that will feature a day long workshop by Developing Minds, Inc., an international educational consulting firm founded by Dr. Marcia Tate and Tyrone Tate, that provides professional development for administrators, teachers, parents, and business and community leaders throughout the world.

Planning and Implementation of Conference: In the planning and implementation of the Conference, BEB will provide the following services:

- Contract with Event Center to provide room and catering services;
- Coordinate with Event Center regarding room set up and technology equipment;
- Registration of attendees;
- Contract with Developing Minds, Inc.;
- Set agenda for the day of the event, in collaboration with Developing Minds, Inc.;
- Logistical planning and set-up of the event, including creating signs for keynote, panel, and breakout rooms if needed;
- Identification and use of an evaluation tool to collect responses from attendees, for both the event as a whole and for keynote speakers, panels, and any breakout room activities; and
- Attend event to provide coordination for participants and venue, manage any unforeseen issues that may arise, and to photograph the event.

Conference Facilities: The Conference shall be held at the Grappone Conference Center in Concord, NH. BEB will provide the following services through their contract with the Grappone Center:

- Conference room, set up and coordinated by BEB, to accommodate a maximum of 300 people;
- Amenities in room, including podium with microphone, screen, laptop/computer, projector, sound system and cart or table to accommodate audio/visual equipment and necessary power cord strips and cables, as well as tables, chairs, and linens for attendees; and
- Catering services to accommodate up to 300 people, set up and clean up included as coordinated with BEB.

Training Session: BEB will provide the following services through their contract with Dr. Marcia Tate of Developing Minds, Inc.: A full-day training workshop presented by Dr. Marcia Tate focusing on brain-based learning that shall include the following:

- Strategies for engaging students to increase learning;
- Strategies for creating assessments that measure the teacher's desired outcomes;
- Define and provide examples of traditional as well as more authentic forms of assessment;
- Provide resources to measure student learning to Mount Prospect Academy to share with each educator in attendance; and
- Methods (i.e., checklists and rubrics) for assessing students.

Contractor Initials ECB
Date 8/16/23

Scanned by TapScanner

EXHIBIT C

Method of Payment

Budget:

Description	Amount
Planning and Implementation of Conference	$8,250
Conference Facilities and Catering	$27,000
Training Session	$9,750
Total	**$45,000**

Limitation on Price: Upon mutual agreement between the State contracting officer and BEB, the line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $45,000.

Source of Funding: Funds are available in FY24 in the account titled EANS II-ARP Act (EANS II) as follows:

	FY24
06-56-56-562010-24990000-072-509073 Grants Federal	$45,000

Method of Payment: Payment will be made upon the submittal of monthly invoices submitted by BEB that are received by the 10th day of the following month and 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.

All invoices and reports shall be submitted electronically to:

Whitney Vaillancourt, Administrator IV
Whitney.Ca.Vaillancourt@doe.nh.gov

Contractor Initials: EB
Date: 6/16/23

Scanned by TapScanner

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.

Revised 6-25-21

Contractor Initials CB
Date 8/16/23

Scanned by TapScanner

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 ECH
Date 8/16/23

Scanned by TapScanner

Exhibit F

Anti-Lobbying

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

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

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

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

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

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

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

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

Revised 6-23-21

Contractor Initials CB
Date 8/16/22

Scanned by TapScanner

Exhibit G

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

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

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

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

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

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

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

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

Revised 6-25-21

Contractor Initials CB
Date 8/16/23

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BY EMMA B. is a New Hampshire Trade Name registered to transact business in New Hampshire on April 27, 2019. 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: **818325**

Certificate Number: **0006288056**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of July A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

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	CONTACT NAME: Randy Buswell	
Insurance Savers Agency INC. PO Box 684 Campton NH 03223-	PHONE (A/C, No, Ext): (603)726-8198	FAX (A/C, No): (603)726-3606
	E-MAIL ADDRESS: rbuswell@insurance-saver.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Main St Amer Assur CO	29939
INSURED Emma Bogardus By Emma B	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY				05/28/2023	05/28/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY				01/21/2023	01/21/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Office Location: 1307, Rt 175, Campton, NH 03223 Event Planner

AI 067694

CERTIFICATE HOLDER	CANCELLATION
NH Department of Education Attn: Ryanne Dennis 25 Hall Street Concord NH 03301-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Randy Buswell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Emma Bogardus

Event Planner & Designer

www.byemmab.com

@byemmab

emma@byemmab.com

SUMMARY

I am a qualified and responsible hospitality professional with a high level of experience and interest in fulfilling guests' expectations.

CAREER

2019 - PRESENT

By Emma B

OWNER AND WEDDING PLANNER

- Plan, design, and coordinate weddings and events in the New England region
- Manage clients event budget in correlation with contracted vendors
- Revenue management, implement marketing strategies and develop strong client relationships

2018-2020

Owl's Nest Resort & Golf Club

WEDDING PLANNER

- Schedule, train, and manage the banquet waitsaff
- Hosts' main point of contact for all planning, billing, and lodging concerns
- Coordinate day-of wedding events with all vendors and catering team

2017-2018

99 Resturants

SERVER

- Answer questions about menu selections and make recommendations when requested
- Deliver exceptional, fast, and friendly service

EDUCATION

2020

Bachelor of Science, Business Administration

UNIVERSITY OF NEW HAMPSHIRE

- Member of Women in Business
- UNH emerging leader award
- PAUL School of Business student leader

SKILLS

Certified Gold Service Professional, American Hotel & Lodging Educational Institute. Skilled in Event programming systems Cvent, SocialTables, Caterease, and Aisle Planner.

Marcia L. Tate, EdD, is the former Executive Director of Professional Development for the DeKalb County School System, Decatur, Georgia. During the course of her 30-year career with the district, she has also been a classroom teacher, reading specialist, language arts coordinator, and staff development executive director. In 2001, she received Georgia's Distinguished Staff Developer Award, and her department won the Exemplary Program Award for the state.

Currently, through her company Developing Minds, Inc., Marcia serves as an educational consultant and has taught over 450,000 administrators, teachers, and parents, as well as community and business leaders, all over the world. Participants in her workshops often refer to them as the best they have ever experienced.

In addition to these widely-regarded in-person and online workshops, Marcia shares her expertise through her acclaimed catalogue of bestselling books:

- *Worksheets Don't Grow Dendrites: 20 Instructional Strategies that Engage the Brain* (3rd ed.)
- *"Sit and Get" Won't Grow Dendrites: 20 Professional Learning Strategies that Engage the Adult Brain* (2nd ed.)
- *Shouting Won't Grow Dendrites: 20 Techniques to Detour Around the Danger Zones* (2nd ed.)
- *Reading and Language Arts Worksheets Don't Grow Dendrites: 20 Literacy Strategies that Engage the Brain* (2nd ed.)
- *Mathematics Worksheets Don't Grow Dendrites: 20 Numeracy Strategies That Engage the Brain, PreK-8*
- *Social Studies Worksheets Don't Grow Dendrites: 20 Instructional Strategies That Engage the Brain*
- *Science Worksheets Don't Grow Dendrites: 20 Instructional Strategies That Engage the Brain*
- *Preparing Children for Success in School and Life: 20 Way to Increase Your Child's Brain Power*
- *Formative Assessment in a Brain-compatible Classroom: How Do We Really Know They're Learning?*
- *100 Brain-Friendly Lessons for Unforgettable Teaching and Learning K-8*
- *100 Brain-Friendly Lessons for Unforgettable Teaching and Learning 9-12*

Marcia received her bachelor's degree in psychology and elementary education from Spelman College in Atlanta, Georgia. She earned her master's degree in remedial reading from the University of Michigan, her specialist degree in educational leadership from Georgia State University, and her doctorate in educational leadership from Clark Atlanta University. Spelman College awarded her the Apple Award for excellence in the field of education.