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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

April 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Governance to amend a **sole source** contract with Troy Hutchings (VC#515318) Philadelphia, PA by increasing the price limitation by \$9,000 from \$9,000 to \$18,000 with no change to the completion date, to provide case review and expert testimony in New Hampshire Department of Education credentialing matters, effective upon Governor and Council approval through June 30, 2025. The original contract was approved by the Commissioner on November 1, 2024. This contract puts the cumulative value of all agency contracts with this vendor in this fiscal year above the applicable threshold delineated in MOP 150; therefore, Governor and Council approval of this contract is required. 100% General Funds

Funding are available in Fiscal Year 2025 as follows:

06-56-56-560510-60030000 Deputy Commissioner

Fiscal Year	Class/Account	Class Title	Current Budget	Increases Amount	Revised Budget
2025	102-500731	Contracts for Program Services	\$9,000	\$9,000	\$18,000

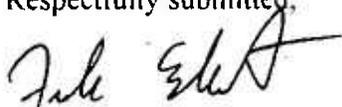
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
Page 2 of 2

EXPLANATION

The contract is **sole source** due to Dr. Hutchings unique experience and expertise which qualifies him to serve as an expert witness for the Department of Education in an educator misconduct credentialing matter. Specifically, Dr. Hutchings is the Senior Policy Advisory for the National Association for the State Directors of Teacher Education and Certification (NASDTEC) and has conducted workshops, presentations, and keynotes in educator ethics in over 40 states, Canada and Japan.

The funding increase is required in order for Dr. Hutchings to provide expert witness testimony in a contested, educator misconduct case, which is currently scheduled for an administrative hearing. To date, Dr. Hutchings has reviewed all relevant materials in this case, issued an expert report, has been deposed by opposing counsel, and is currently preparing to testify in the upcoming administrative hearing.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Troy Hutchings (VC#515318) Philadelphia, PA hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Commissioner of Education on November 1, 2024, hereby agree to modify same as follows:

1. Amend Section 1.8 of the form P-37 by increasing the price limitation by \$9,000 from \$9,000 to \$18,000.
2. Amend Exhibit C by removing the Limitation on Price and replacing with:

Limitation on Price:

In no case shall the total budget exceed the price limitation of \$18,000

3. Amend Exhibit C by removing the Funding Source and replacing with:

Funding Source:

Funds are available in Fiscal Year 2025 as follows:

06-56-56-560510-60030000 Deputy Commissioner

Fiscal Year	Class/Account	Class Title	Current Budget	Increases Amount	Revised Budget
2025	102-500731	Contracts for Program Services	\$9,000	\$9,000	\$18,000

4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
5. This amendment shall commence upon Governor and Council approval through June 30, 2025.

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.

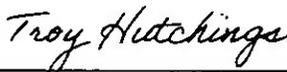
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By:  5/2/2025
Frank Edelblut, Commissioner of Education Date

Troy Hutchings
Contractor

By:  4/28/2025
Troy Hutchings Date

Approved as to form, substance and execution by the Attorney General this 2nd day of May , 2025.

Jessica A King

Jessica A. King, Division of Attorney General Office

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

By: _____

FORM NUMBER P-37 (version 2/23/2023)

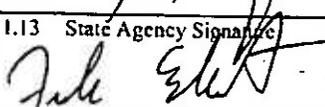
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Troy Hutchings VC# 515318		1.4 Contractor Address [REDACTED] Philadelphia, PA 19130	
1.5 Contractor Phone Number 928-380-3469	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$9,000
1.9 Contracting Officer for State Agency Diana E. Fenton Esq.		1.10 State Agency Telephone Number 603-271-3189	
1.11 Contractor Signature  Date: 10/31/2024		1.12 Name and Title of Contractor Signatory Troy Hutchings	
1.13 State Agency Signature  Date: 11/1/2024		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 Brown, Attorney On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 

Date: 10/31/24

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.

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.

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.

EXHIBIT A
Special Provisions

Additional Exhibits D-G

1. A certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).
2. 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, Troy Hutchings am a sole proprietorship. As such, I am not a corporation, partnership or limited liability company etc.
3. Troy Hutchings represents that s/he currently has no employees, and as such, is effectively exempt from RSA 281-A. If s/he should hire any employees, however, s/he would be required to comply with Paragraph 15 of the P-37.
4. Remove the insurance requirements under section 14.1.1 of the P-37.

Confidential Information

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

Contract between Troy Hutchings and the New Hampshire Department of Education

Contractor Initials

Date

TH
10/31/24

EXHIBIT B
Scope of Services

Expert Witness Services:

The New Hampshire Department of Education (NHED) Expert Witness will provide case review and expert testimony in New Hampshire Department of Education credentialing matters.

Services & Deliverables

Upon assignment of a case expert services may include but are not limited to:

- Participate in a discussion with NHED representatives to determine the scope of assignment, such as expectations, an outline of the expected process needed, and timeline.

- In Office Work may include:
 - Records reviews
 - Attorney consultations
 - Client interviews
 - Scientific literature searches
 - Report writing
 - Affidavit construction
 - Testimony preparation
 - Etc.

- Depositions and Courtroom testimony

Hotel allowances will only be paid for presentations given in excess of 90 miles from the consultant's main office and for events that are in excess of six (6) hours in duration, that begin earlier than 9am or end later than 6pm. In these instances, the vendor may charge for hotel expenses per diem. Hotel per diem rates will be reimbursed based on the US General Services Administration (GSA) Per Diem Rate Schedule for New Hampshire. The GSA Per Diem 2022 Rate Schedule for New Hampshire is located at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Mileage will be reimbursed based on IRS mileage reimbursement rate. Only events held in-person and presented in-person will be subject to mileage and hotel allowance.

Contract between Troy Hutchings and the New Hampshire Department of Education

Contractor Initials TH

Date 10/31/24

EXHIBIT C
Method of Payment

Budget:

Description	Rate
In office work (Per hour)	\$250
Depositions and Courtroom Testimony (Per day)	\$2,500
Travel (Per day)	\$500
Travel Expenses (Hotel)	Per Deim Rate See Exhibit B
Travel Milage	Current IRS Reimbursement Rate

Limitation on Price:

In no case shall the total budget exceed the price limitation of \$9,000.

Funding Source:

Funds are available in Fiscal Year 2025 as follows:

06-56-56-560510-60030000 Deputy Commissioner

Fiscal Year	Class/Account	Class Title	Total Amount
2025	102-500731	Contracts for Program Services	\$9,000

Method of Payment:

Payment is to be made on the basis of itemized invoices which are submitted by the 10th of the following month and supported by a summary of completed deliverables, as outlined by budget line, 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 electronically to:

Fenton, Diana Diana.E.Fenton@doe.nh.gov

Contract between Troy Hutchings and the New Hampshire Department of Education

Contractor Initials *JM*

Date *10/31/24*

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 June 2022

Contractor Initials JH

Date 12/31/20

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 NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED 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.

Revised June 2022

Contractor Initials *JA.*
Date *11/31/24*

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 NHED 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 June 2022

Contractor Initials

AI.

Date

10/3/24

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 NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Revised June 2022

Contractor Initials

JH

Date

10/31/24

Troy R. Hutchings



EDUCATION

Ed.D. – Educational Leadership
Northern Arizona University
May 2009

Dissertation: Teacher sexual misconduct with students: The role of teacher preparation programs as a prevention strategy.

M.Ed. – Educational Leadership
Northern Arizona University
August 1998

M.A. – Secondary Education
Arizona State University
August 1988

B.S. – English Education
University of South Dakota
December 1983

PROFESSIONAL BACKGROUND

University of Hawai'i – Mānoa
College of Education
School of Teacher Education
Scholar-in-Residence
February 2023 – August 2023

National Association of State Directors of Teacher Education and Certification (NASDTEC)
Washington DC
Senior Policy Advisor
2019–Present

Educator Ethics, Inc.
Philadelphia, Pennsylvania
Founder/CEO
2019 – Present

Educational Testing Service
Princeton, New Jersey
Senior Strategic Advisor – Educator Ethics
Professional Education Programs
2015–2019

University of Phoenix
Phoenix, Arizona
Research Chair – Education/Educator Ethics
School of Advanced Studies
2012–2015

Northern Arizona University
Flagstaff, Arizona
College of Education
Faculty, Educational Leadership
Director of Student Services
Acting Director of Student Services
Senior Program Coordinator, Field Experiences
2000–2012

Flagstaff Arts and Leadership Academy
Flagstaff, Arizona
Interim Director
Academic Dean
English/History Teacher
1996–2000

Lowell Whiteman School
Steamboat Springs, Colorado
English, History and Theater Teacher
1994–1996

Paradise Valley High School
Phoenix, Arizona
English Teacher and Head Cross Country Coach
1986–1994

Scottsdale Christian Academy
Phoenix, Arizona
English Teacher and Head Track Coach
1984–1986

Washington High School
Sioux Falls, South Dakota
Student Teacher (English) and Assistant Cross Country Coach
1983

AWARDS AND HONORS

Scholar in Residence – University of Hawai'i at Mānoa College of Education	2023
Anna Funk Lockey Annual Endowed Award and Lecture <i>Millersville University (PA) annually recognizes one person for outstanding contributions to the profession. Previous recipients include such notables as Sir Ken Robinson, Theodore Sizer, Albert Shanker, Diane Ravitch, and others.</i>	2016
Professor of Influence – Northern Arizona University Athletic Department	2012

Doug Bates Memorial Award and Lecture – NASDTEC <i>National award for outstanding contributions to the field of educator professional practices (ethics and law)</i>	2009
David A. Williams Award for Innovation – Northern Arizona University <i>Annual College of Education award given to one faculty member annually for outstanding contributions in educator preparation</i>	2009
Outstanding Arizona Doctoral Student-of-the-Year – Arizona School Administrators Association	2009
Educator of Influence – Northern Arizona University Golden Axe Awards	2009
Professor of Influence – Northern Arizona Athletic Department	2009
Top Five Most Influential Faculty/Staff – Northern Arizona University	2005, 2006, 2007, 2008
Educator of Influence – Northern Arizona University Golden Axe Awards	2005
Ambassador for Excellence – Arizona Teacher-of-the-Year Program <i>One of five teachers in the state chosen annually to represent Arizona educators in the Arizona Teacher of the Year program</i>	1993
Teacher-of-the-Year – Paradise Valley High School <i>Faculty and student body selection</i>	1993
Teacher-of-the-Year – Greater Paradise Valley Chamber of Commerce	1992
Teacher-of-the-Year – Paradise Valley High School <i>Department Chairs' Selection</i>	1992
Best All-Around Teacher – Paradise Valley High School <i>Student body selection</i>	1991
Learning Leader Award – Paradise Valley Unified School District <i>District award for teaching excellence in education</i>	1988
Sanger English Scholarship – University of South Dakota	1979–1983
Athletic scholarship recipient – University of South Dakota <i>Cross Country/Track and Field</i>	1980–1984
Four-Year Varsity Letterman – University of South Dakota <i>Cross Country/Track and Field</i>	1979–1984
N.C.A.A. Cross Country Championships – Kenosha, Wisconsin	1980

PRESENTATIONS AND WORKSHOPS

Atlanta, Georgia (September 16, 2024)

Georgia Professional Standards Commission (GaPSC) and Georgia Assessment for the Certification of Educators (GACE)

Georgia Ethics Assessment Design Team

Cross Walking Ethics Core Concepts and the Georgia Code of Ethics for Educators

(4.5-Hour Workshop)

Columbus, New Jersey (August 28, 2024)

Northern Burlington County Regional High School District

Teacher Professional Learning Day

Professional Ethics: Giving the Profession Permission to Have the Difficult Conversation

(Three 1.5 Hour Presentations)

Columbus, New Jersey (August 27, 2024)

Northern Burlington County Regional High School District

Administrative Retreat

The Difficulty in Defining Boundaries: The Case for Professional Ethics

(3-Hour Workshop)

Atlanta, Georgia (August 19-20, 2024)

Georgia Professional Standards Commission (GaPSC) and Georgia Assessment for the Certification of Educators (GACE)

Georgia Ethics Assessment Design Team

Protection. Prevention. Purpose: Professional Decision-Making and the Georgia Code of Ethics for Educators

(8-Hour Workshop over two days)

Brawley, California (August 13, 2024)

Brawley Union High School District

Professional Development Day

Professional Ethics: Giving our Profession Permission to have the Difficult Conversation

(3-Hour Workshop)

Colorado Springs, Colorado (July 1, 2024)

Colorado School Districts Self-Insurance Pool Member Conference

The Difficulty in Defining Boundaries: The Case for Professional Ethics

(1.5-Hour Keynote)

Pittsburgh, Pennsylvania (June 24, 2024)

NASDTEC Annual Conference

Model Code of Ethics: Interactive Session

Co-presented with Felicia Villalobos (HTSB) and Shane Crosby (PESB)

(1-Hour Panel Presentation and Discussion)

Pittsburgh, Pennsylvania (June 23, 2024)

NASDTEC Annual Conference

Culture, Politics and Angry Parents: The Case for Professional Ethics

(1-Hour Presentation)

- Irvine, California (May 17, 2024)
Concordia University – Irvine
Servant Leadership Institute
Educator Leadership Academy
Professional Ethics: Giving our Profession Permission to have the Difficult Conversation
(4-Hour Workshop)
- Virtual Workshop (April 2 & 4, 2024)
Riverside County Office of Education
School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
(4-Hour Workshop)
- Virtual Presentation (March 28, 2024)
Washington State Risk Management Pool
School District Administrators
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
(1.5 Hour Presentation)
- Lexington, Kentucky (March 21, 2024)
Kentucky Association of School Administrators (KASA)
Law and Finance Institute
Culture, Politics and Angry Parents: The Case for Professional Ethics
Keynote Presentation
- Frankfort, Kentucky (March 20, 2024)
Kentucky Association of School Administrators (KASA)
Human Resource Professionals
Defining Boundaries: The Case for Professional Ethics
5-Hour Workshop
- Virtual Presentation (February 21, 2024)
Council of Chief State School Officers (CCSSO)
Defining Professional Ethics
(1-Hour Presentation)
- Virtual Workshop (February 15, 2024)
Riverside County Office of Education
CITI Program
Culture, Politics and Angry Parents: The Case for Professional Ethics
(2-Hour Workshop)
- Virtual Presentation (February 13, 2024)
Hawai'i Education Association
Education's Responsibility to Society: Artificial Intelligence and the Ethics of Professional Judgment
(1-Hour Presentation)
- Virtual Workshop (January 23 & 25, 2024)
Riverside County Office of Education
School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
(4-Hour Workshop)

- Honolulu, Hawai'i (December 9, 2023)
Hawai'i Education Association
The Ethical Dimensions of AI, Blaisdell Conference Center
Education's Responsibility to Society: Artificial Intelligence and the Ethics of Professional Judgment
(1.5-Hour General Session)
- Honolulu, Hawai'i (December 8, 2023)
Hawai'i Education Association
The Ethical Dimensions of AI, Blaisdell Conference Center
Education's Responsibility to Society: Artificial Intelligence and the Ethics of Professional Judgment
(1.5-Hour General Session)
- Virtual Presentation (December 4, 2023)
National Council for the Advancement of Educator Ethics
Continued Professional Learning
Defensible Decision-Making
(1-Hour Presentation)
- Virtual Workshop (November 29 and 30, 2023)
Riverside County Office of Education
New Teacher Induction – CITI Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
(4-Hour Workshop)
- Recorded Webinar (November 27)
Hawai'i Teacher Standards Board
The Model Code of Ethics for Educators: Protection, Prevention and Purpose
(1-Hour Recorded Presentation)
- Virtual Presentation (November 14 & 28)
Hawai'i Educator Preparation Programs
Online Resources in Professional Ethics and the MCEE
(Two 1-Hour Presentations)
- Palm Springs, California (November 16, 2023)
Desert Sands Unified School District
School and District Administrators
The Difficulty in Defining Boundaries: The Case for Professional Ethics
(4-Hour Workshop)
- Virtual Presentation (November 13, 2023)
National Council for the Advancement of Educator Ethics
New Member Orientation
Defining Ethics
(1-Hour Presentation)
- Anchorage, Alaska (November 10, 2023)
Association of Alaskan School Boards
Annual Conference
Professional Ethics: Giving our Profession Permission to Have the Difficult Conversation
(1.25-Hour Keynote)

- Anchorage, Alaska (November 10, 2023)
Association of Alaskan School Boards
Annual Conference
The Difficulty in Defining Boundaries: Defensible Decision-Making in a Complex Profession
(1.25-Hour Breakout Session)
- Seattle, Washington (November 2, 2023)
Washington Schools Risk Management Pool
District Human Resources Officials
Defining Boundaries: The Case for Professional Ethics
(6.5-Hour Workshop)
- Louisville, Kentucky (October 26, 2023)
Kentucky Association of School Administrators
Principal's Fall Summit
Culture, Politics and Angry Parents: The Case for Professional Ethics
(1.5-Keynote)
- Virtual Presentation (September 26, 2023)
Hawai'i Education Association
In Their Own Words: Teacher Stories of Compassion and Resilience
(2-Hour Workshop)
- Virtual Presentation (September 9, 2023)
Hawai'i Education Association
In Their Own Words: Teacher Stories of Compassion and Resilience
(2-Hour Workshop)
- Honolulu, Hawai'i (August 26, 2023)
Hawai'i State Teachers Association
Executive Board
Professional Ethics: Protection, Prevention and Purpose
- Virtual Presentation (August 24, 2023)
Kentucky Association of School Administrators
Executive Leadership Academy
Aspiring Principal's Program
Professional Ethics: It's All About Right and Wrong, Right?
- Virtual Presentation (July 27, 2023)
TeachAway Teacher Preparation Program
Recorded Zoom Presentation
Everyday Ethics: It's All About Right and Wrong, Right?
- Virtual Presentation (July 26, 2023)
Kaho 'Iwai Teaching and Learning Center
Immersion Language Teacher Preparation Program
Recorded Zoom Presentation
Professional Ethics: The Intersection of Hawaiian Program Values and Professional Values
(1.5 Hour Presentation)

- Virtual Presentation (July 10, 2023)
 Chaminade University – Hawai'i
 Recorded Zoom Presentation
Professional Ethics: Special Education, the CEC and the MCEE
 (1.5 Hour Presentation)
- Honolulu, Hawai'i (June 30, 2023)
 University of Hawai'i at Mānoa
 Early Childhood Master's Degree Cohort
Professional Ethics in Early Childhood
 (2-Hour Guest Lecture)
- Virtual Presentation (June 29, 2023)
 Teach for America – Hawai'i
 70 Teacher Candidates, Coaches and Program Administrators
Professional Ethics: Giving our Profession Permission to Have the Difficult Conversation
 (1.5 Hour Presentation)
- Irvine, California (May 22, 2023)
 Concordia University – Irvine
 Servant Leadership Institute
 Educator Leadership Academy
Reconsidering Boundaries: The Case for Professional Ethics
 (4-Hour Workshop)
- Virtual Presentation (May 4, 2023).
 Washington State Risk Management Pool
 School District Administrators
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (1.5-Hour Presentation)
- Kaua'i, Hawai'i (April 29, 2023)
 Hawai'i Education Association
Creating Educator Communities of Care: The Role of Professional Ethics
 Co-presented with RJ Rodriguez (Hawai'i Teacher Standards Board)
 (2.5-Hour Workshop)
- Honolulu, Hawai'i (April 28, 2023)
 University of Hawai'i at Mānoa
 Early Childhood Faculty
Professional Ethics and Early Childhood Practitioners
 (1.5-Hour Presentation)
- Laie, Hawai'i (April 26, 2023)
 Brigham Young University-Hawai'i
 Faculty and Students
Professional Ethics: Informing a Standard of Care for the Profession
 (1.5 Hour Presentation)

- Sendai, Japan (April 19, 2023)
 Miyagi University of Education
 Faculty and Students
Professional Ethics in Education: Perspectives from the United States
 (1.5-Hour Presentation to faculty, inservice teachers and students from U.S., Japan, India, Mozambique, Zimbabwe, Ceria Leon, Israel, Tonga)
- Virtual Presentation (April 12, 2023)
 College of Education, University of Hawai'i at Mānoa
 Special Education Faculty
Professional Ethics and the Preparation of Special Education Teacher Candidates
 (1.5 Hour Workshop)
- Honolulu, Hawai'i (April 11, 2023)
 College of Education
 Seminar on Educational Inquirey
Kuleana: The Responsibility and Privilege of Teaching
 (1.25 Hour Seminar)
- Virtual Presentation (April 6, 2023)
 Hawai'i Teacher Preperation Programs' Students and Faculty
Applying Professional Ethics as PK-12 Educators
 (1.5 Hour Presentation: 150+ Participants)
- Virtual Workshop (April 4 & 6, 2023)
 Riverside County Office of Education
 School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (4-Hour Workshop)
- Honolulu, Hawai'i (April 3, 2026)
 University of Hawai'i at Mānoa
 College of Education, Faculty Workshop
Integrating Professional Ethics into Hawai'ian Culture, Language and History
 Co-Presented with Kahea Faria
- Maui, Hawai'i (April 1, 2023)
 Hawai'i Education Association
Creating Educator Communities of Care: The Role of Professional Ethics
 (2.5 Hour Workshop)
- Virtual Presentation (March 29, 2023)
 Hawai'i Pacific University
 Undergraduate and Graduate Seminar
Our Professional Lexicon
 Co-presented with Roger Kiyomura and Eugene Guillian (HPU Faculty)
 (2 Hour Workshop)
- Hilo, Hawai'i – Big Island (March 25, 2023)
 Hawai'i Education Association
Creating Educator Communities of Care: The Role of Professional Ethics
 (2.5 Hour Workshop)

- Virtual Presentation (March 22, 2023)
Pennsylvania Association of Colleges of Teacher Education (PACTE)
PACTE Annual Conference
Professional Ethics Panel Discussion
Co-Presented with Ollie Dreon (Millersville University) and Shane Crosby (PA PSPC)
(Two 1-Hour Panel Discussions)
- Virtual Presentation (March 22, 2023)
Pennsylvania Association of Colleges of Teacher Education (PACTE)
PACTE Annual Conference
Making the Elusive Tangible: Teaching Professional Ethics and the MCEE Through Case Study Activities
(Keynote)
- Honolulu, Hawai'i (March 20, 2023)
University of Hawai'i – Mānoa
College of Education
Making the Elusive Tangible: Teaching Professional Ethics and the MCEE Through Case Study Activities
(1.5 Hour Presentation)
- Virtual Presentation (March 9, 2023)
University of Hawai'i – Mānoa
College of Education
Undergraduate Special Education Teacher Candidate Seminar
Professional Ethics: Giving our Profession Permission to Have the Difficult Conversation
(1.5 Hour Presentation)
- Virtual Presentation (March 6, 2023)
University of Hawai'i – Mānoa
College of Education
Post-Bac Special Education Teacher Candidate Seminar
Introduction to Professional Ethics and the MCEE
(1.5 Hour Presentation)
- Honolulu, Hawai'i (March 4, 2023)
Hawai'i Education Association
Creating Educator Communities of Care: The Role of Professional Ethics
Co-presented with RJ Rodriguez (Hawai'i Teacher Standards Board)
(2.5 Hour Workshop)
- Virtual Presentation (March 2, 2023)
University of Hawai'i – Mānoa
College of Education
Faculty and Students
Introduction to Professional Ethics and the MCEE
(1.5 Hour Presentation)
- Honolulu, Hawai'i (February 10, 2023)
Hawai'i Teacher Standards Board
Presentation during HTSB meeting
A Review of Proposed Research Project

- Frankfort, Kentucky (January 20, 2023)
 Kentucky Association of School Administrators
 School Human Resources Leadership Program
Defining Boundaries: The Case for Professional Ethics
 (5-Hour Workshop)
- Virtual Workshop (January 4 & 6, 2023)
 Riverside County Office of Education
 School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (4-Hour Workshop)
- Stockbridge, Georgia (November 8, 2022)
 Community Christian School Faculty Professional Development Day
Returning to the Code: With Fresh Perspectives
 (6-Hour Workshop)
- Chicago, Illinois (November 2, 2022)
 Gallagher Summit: Working Together to Disrupt the Trend of Sexual Misconduct
 Symposium Panel (90 Minutes)
 (Co-presented with Mike Love, Esq., Tom Buckley, Esq., Margo Byrne)
- Boise, Idaho (October 21, 2022)
 National Council for the Advancement of Educator Ethics
Defensible Decisions: Ethics, Ethos and Articulating a Standard of Care
 (General Session)
- Boise, Idaho (October 20, 2022)
 Professional Practices Institute
 National Association of State Directors of Teacher Education and Certification
The Power of Professional Conversations
 Co-Presented with Jeff Haverland and Anne Marie Fenton
 (Concurrent Session)
- Virtual Workshop (October 20 & 27, 2022)
 Riverside County Office of Education
 New Teacher Induction – CITI Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (4-Hour Workshop)
- Virtual Workshop (October 4 & 11, 2022)
 Riverside County Office of Education
 School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (4-Hour Workshop)
- Cape May, New Jersey (September 29)
 Gallagher SPELL JIF Retreat for School Business Administrators
Managing Angry Situations: The Case for Professional Ethics
 Co-Presented with Joe Bollendorf
 (4-Hour Workshop)

- Frankfort, Kentucky (August 26, 2022)
 Kentucky Executive Leadership Academy
 Kentucky Association of School Administrators
The Difficulty in Defining Boundaries: The Case for Professional Ethics
 (6-Hour Workshop)
- Buffalo, Wyoming (August 17, 2022)
 Johnson County School District #1 Administrators
The Difficulty in Defining Boundaries: The Case for Professional Ethics
 (6-Hour Workshop)
- Buffalo, Wyoming (August 18, 2022)
 Johnson County School District #1 – All Employees
Professional Ethics: Giving our Profession Permission to Have the Difficult Conversation
 (3.5-hour Workshop)
- Corbin, Kentucky (August 2, 2022)
 Administrative Cadre
The Difficulty in Defining Boundaries: The Case for Professional Ethics
 (5-Hour Workshop)
- Honolulu, Hawai'i (July 11-12, 2022)
 Educator Preparation Programs Ethics Consortium (HTSB)
 Leeward Community College (host)
Examining the Code: Fresh Perspectives
 (Two-Day Workshop)
- Honolulu, Hawai'i (July 14-15, 2022)
 Educator Preparation Programs Ethics Consortium (HTSB)
 University of Hawai'i (host)
Examining the Code: Fresh Perspectives
 (Two-Day Workshop)
- Boston, Massachusetts (June 13, 2022)
 National Association of State Directors of Teacher Education and Certification
 Annual Conference
*In their Own Words: Everyday Decisions, Unintended Consequences and Educator
 Heartburn*
 (Keynote General Session)
- Virtual Workshop (May 12 & 17, 2022)
 Riverside County Office of Education
 School Administrator Professional Development – CASC Program
Professional Ethics: Giving Our Profession Permission to have the Difficult Conversation
 (4-Hour Workshop)
- Virtual Workshop (May 17, 2022)
 Kentucky Association of School Administrators (KASA)
 Kentucky Executive Leadership Academy (KELA)
Ethics, Ethics, Ethics! Navigating the Murky Terrain of the Education Profession