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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner



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

May 13, 2025

FOR PUBLIC USE

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

REQUESTED ACTION

Authorize the Department of Education to contract with the individuals shown below to conduct Special Education Impartial Due Process Hearings, State Board of Education Hearings, Vocational Rehabilitation Hearings, and Alternative Dispute Resolution sessions, in an amount not to exceed \$210,000, effective upon Governor and Council Approval through June 30, 2027. 46% General Funds, 54% Federal Funds

Jacqueline P. Kelleher, Esquire	Vendor Code: 515940
Peter T. Foley, Esquire	Vendor Code: 159636
Scott F. Johnson, Esquire	Vendor Code: 177681
Briana Coakley, Esquire	Vendor Code: 278089
James M. Baron, Esquire	Vendor Code: 447275

Funds to support this request are anticipated to be available in the following accounts in FY26 and FY27, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office, if needed and justified:

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

EXPLANATION

An RFP was published on the NH Department of Administrative Services and NH Department of Education's webpage starting October 9, 2024, through November 27, 2024, for hearing officers to conduct special education due process hearings, state board of education hearings, mediations and neutral conferences. Four of the current hearing officers submitted applications. There was one new candidate.

A review committee consisting of 2 Attorneys, 1 Director, and 1 Education Consultant scored the proposals. All five proposals met the criteria of the Request for Proposals (Attachment A). The scoring for the proposals was conducted employing a consensus model.

The role of the committee members was advisory in nature. They provided information, analysis, and recommendations that were presented to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such contracts.

Appointment of hearing officers is a statutory requirement (RSA 541-A; RSA 21-N:4; RSA 186-C:16-a) of administrative agencies. The department is required by State and Federal law to provide Hearing Officers to preside at Due Process Hearings and Alternative Dispute Resolution proceedings.

Candidates chosen fulfill Federal and State requirements for hearing officer/alternative dispute resolution officers in the following areas: Special Education Impartial Due Process Hearings, Vocational Rehabilitation Fair Hearings, State Board of Education hearings, mediations and neutral conferences.

Special Education Due Process hearing procedures are complex in terms of the length of time and in the legal issues brought before the hearing officer. The majority of due process hearings involve attorneys who represent school districts and parents. Federal law prohibits hearing officers from being employees of a state agency and, therefore, the department must enter into contracts with attorneys or other individuals with knowledge of state and federal special education laws. Federal law (Individuals with Disabilities Education Act) requires mediation be available upon request. Only twenty to thirty percent of the requests for hearing actually complete the entire process to a decision; mediation is one of the several effective tools that results in dispute resolution that is both cost efficient and less time consuming.

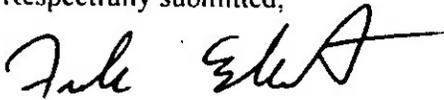
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
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State Board hearings are required under 21-N:11, Duties of Board. The State Board is charged with hearing appeals and issuing decisions which are considered final decisions of the Department of Education for purposes of RSA 541. These appeals are brought to the State Board by individuals with complaints regarding school systems or the Department of Education.

Additionally, in order to comply with the provisions of RSA 200-C:12, the Rehabilitation Act amendments of 1992 and federal and state regulations pertaining to Vocational Rehabilitation, the Department of Education is contracting with individuals for the services of hearing officers. Federal law requires hearings for vocational rehabilitation clients with claims for reimbursement and/or services.

Please note that the agreements with hearing officers represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle said request, and number of cases currently outstanding for each hearing officer. Hearing officers are compensated based on the payment terms outlined in Exhibit C. This schedule was developed based upon the median and average costs of all hearings and mediations held during a one-year time span.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Frank Edelblut
Commissioner of Education

Attachment A
Hearing Officer and Alternative Dispute Resolution Officer

Name of Bidders	Price Limitation
Briana Coakley	\$210,000
Peter Foley	\$210,000
Scott Johnson	\$210,000
James Baron	\$210,000
Jacqueline Kelleher	\$210,000

Name of Reviewers	Title
Elizabeth Brown	Esquire, Attorney for the Office of the Commissioner
Diana Fenton	Esquire, Chief of the Governance Unit
Janel LeBlanc	Education Consultant, Bureau of Special Education Support
Richard Sala	Esquire, State Director for Vocational Rehabilitation Services

	Briana Coakley	Peter Foley	Scott Johnson	James Baron	Jacqueline Kelleher
Average	83.75	87.5	85	77.5	83.75

Proposal Criteria in the RFP	Weight of Criteria	Briana Coakley	Peter Foley	Scott Johnson	James Baron	Jacqueline Kelleher
Expertise/Experience in the field of Administrative Hearings	30	26.25	27.5	27.5	26.25	20
Demonstrated competency in written and verbal communication	20	17.5	18.75	17.5	16.25	20
Experience with Special Education, General Education and Vocational Rehabilitation law	30	22.5	25	23.75	20	25
Training and experience as a mediator	20	17.5	16.25	16.25	15	18.75
Total	100	83.75	87.5	85	77.5	83.75

The RFP review commenced on December 9, 2024 and was done individually by each of the panel members based on responses to the RFP. The proposal review panel recommended awarding all 5 vendors for funding.

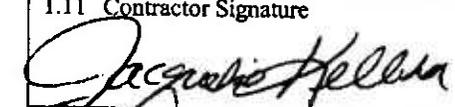
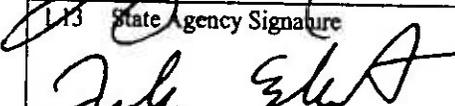
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Dr. Jacqueline Kelleher		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$210,000
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: 5/8/25		1.12 Name and Title of Contractor Signatory Jacqueline Kelleher, Hearing Officer	
1.13 State Agency Signature  Date: 05/23/25		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: 05/23/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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 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, Jacqueline Kelleher, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.
3. Jacqueline Kelleher 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.
4. Remove the insurance requirements under Section 14.1.1 of the P-37. Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels as set forth in the attached policy:

USAA

EXHIBIT B

Scope of Services

Once selected, the ultimate number and type of case assignment (e.g. hearings or alternative dispute resolution) shall be at the sole discretion of the New Hampshire Department of Education (NHED) Governance Unit.

In the role of **Hearing Officer**, upon assignment of a case by the Governance Unit, the contractor shall:

1. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
2. Maintain accurate file management and timely invoicing system for all administrative hearings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
3. Maintain confidential computer and telephone communications. Utilize a state issued email account for administrative hearing purposes.
4. Maintain accurate electronic recording/record of all administrative pre-hearings and hearings.
5. Conduct pre-hearing conference with parties to hearing. Discuss in detail items in Pre-hearing Checklist at pre-hearing conference and memorialize in pre-hearing order as directed by the Governance Unit.
6. Explain subpoena process to parties. Issue subpoenas as necessary.
7. Ensure all administrative hearings are held within statutory deadlines unless Hearing Officer grants continuances for specific extensions of time. Any such extension must be documented immediately by the Hearing Officer who will indicate in writing who requested extension, when the extension was granted, the reason for the extension, and the new end date by which a decision will be rendered.
8. Make written findings of facts following the hearing; if parties submit written findings ensure the written findings are redacted by parties.
9. Make written rulings of law following the hearing; if parties submit written rulings of law, ensure the written rulings of law are redacted by parties.
10. Issue timely responses to all motions/continuance requests of the parties.
11. Issue a written Hearing Officer decision by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Hearing Officer.
12. Provide an electronic version in Microsoft Office Word, or as directed by the Governance Unit, of the Hearing Officer decision to the Governance Unit.
13. Format Hearing Officer Orders in accordance with the Hearing Officers' Guide to Administrative Process, or as otherwise directed by the Governance Unit.

Contract between Dr. Jacqueline Kelleher and the New Hampshire Department of Education

14. Draft decisions, notify parties of rescheduled hearings and perform attendant secretarial duties such as rescheduling of hearings, bookkeeping, up-to-date billing, and accounting.
15. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
16. Attend training sessions as scheduled by the Governance Unit.
17. Provide consultation (court, Office of Special Education Programs (OSEP), Office of Civil Rights (OCR), New Hampshire Department of Education (NHED) and investigation services (Special Education Complaints) when requested by Governance Unit.
18. Governance Unit will provide and maintain a state-issued e-mail account, Westlaw subscription, Zoom license, Adobe license and printed New Hampshire Education law books.

In the role of **Alternative Dispute Resolution Officer** (e.g. Mediator or Neutral Officer), upon assignment of a case by the Governance Unit, the contractor shall:

19. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
20. Maintain accurate file management and timely invoicing system for all Alternative Dispute Resolution proceedings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
21. Maintain secure computer and telephone communications. Utilize a state issued email account for Alternative Dispute Resolution purposes.
22. Ensure all Alternative Dispute Resolution procedures are held within statutory deadlines unless Alternative Dispute Resolution Officer allows continuances for specific extensions of time. Any such extension must be documented immediately by the Alternative Dispute Resolution Officer.
23. Ensure timely responses to all inquiries of the parties.
24. Provide a written agreement and/or non-agreement by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Alternative Dispute Officer, to the Governance Unit.
25. If serving as Mediator, the Mediator notify the Hearing Officer and Governance Unit of the outcome of mediation sessions in a timely manner.
26. Draft written agreement and/or non-agreement, notify parties of rescheduled proceedings and attendant secretarial duties such as rescheduling of mediation/moderator session/neutral conferences, bookkeeping, up-to-date billing, and accounting.
27. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
28. Attend training sessions as scheduled by the Governance Unit.

EXHIBIT C

Method of Payment

The contracts represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle such request, and number of cases currently outstanding for each hearing officer.

In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor in accordance with the payment schedule provided below, commencing on the date of Governor and Council approval through June 30, 2027. This schedule was developed based on the median and average costs of all hearings and mediations held during a one-year time span.

Mediation/Neutral Conference		Date	
Upon acceptance of case - \$150*			
<ul style="list-style-type: none"> • Full Day (More than 3 hours) - \$300 (example 9-4) • Less than 3 hours - \$200 (example: 9-noon; noon - 3) • Second Day - \$175 			
Prior to Pre-Hearing		Date	
Upon acceptance of case - \$150*			
Determination on Motions - \$50 (Motion to Continue; Dispositive; Dismissal; Reconsideration; Discovery) <i>Total allowable for case: \$300</i>			
Sufficiency hearing - \$225			
Resolution process documentation - \$100			
Hearing		Date	
Pre-Hearing - \$200			
Hearing -			
<ul style="list-style-type: none"> • 1st Day - More than 3 hours \$325; Less than 3 hours - \$225 • 2nd Day - More than 3 hours \$325; Less than 3 hours - \$225 			
Post-Hearing		Date	
Prepare decision - \$305			
<ul style="list-style-type: none"> • Hearing Decision • Summary Judgment 			
Report and Recommendation - \$300 (State Board)			
State Board - Findings of Fact/Rulings of Law - \$150 (State Board)			
Miscellaneous	Date	Details (mileage, time, other information necessary)	Payment (Less \$150.00 upon acceptance)
Preparation of subpoenas (Total for case) \$50			
Mileage - \$.70/mile**			Not Applicable
Travel time*** - \$30.00/hour, after first 2 hours***			
Training -			Not Applicable
<ul style="list-style-type: none"> • ½ day (four hours or less) - \$200.00 • Full day - \$350.00 			
Evaluation meeting \$50.00			

Contractor Initials: JK
Date: 5/1/25

File Preparation (includes Indexes, Admin file, Pre-hearing checklists) – \$50 per case if at close of settlement; withdrawal; dismissal <u>or</u> \$100 per case after full hearing and decision rendered			
Actual postage up to \$20.00 per case (Mailing of orders, mailing file folder to NHED)			
Consultation (court, OSEP, OCR, NHED) \$60.00** Investigation - \$60 hour up to 10 hours, beyond 10 hours requires prior permission.			
OTHER - Describe			

Items not covered in this schedule - From time to time there may be an unusual situation that arises where a hearing officer is required to perform a hearing-related task (or training in or out of state for compliance with federal statutes) for which no monetary reimbursement has been contemplated. In those situations, the department will consider reimbursement based on either the per diem rate, as set out for training, a flat fee rate analogous to one of the above rates or no payment as it determines is warranted by the situation.

*If travel involved or an unusual situation arises, this money will be applied to the amount before any additional payment is authorized. This amount includes weekly update of cases.

**Only with prior approval from the Governance Unit. Mileage is if, and only if, a proceeding is held outside of Concord. Department will not pay mileage from home office to Concord (see contract Exhibit C for details).

***See explanation for upon acceptance of case – the \$30.00/hour, after the first two hours will NOT apply to first 2 hours of travel time – i.e. payment for 3 hours round trip will be \$30 not \$90.

Limitation on Price: This contract will not exceed \$210,000.

Source of Funding: Funds to support this request are anticipated to be available in the following accounts in FY 2026 and FY 2027, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified:

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

Contract between Dr. Jacqueline Kelleher and the New Hampshire Department of Education

Contractor Initials JK
Date 5/18/25

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

Method of Payment:

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

Stephen W. F. Berwick
Stephen.W.Berwick@doe.nh.gov

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.. JK
Date.. 5/8/05

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 JK
Date 5/8/25

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 JK
Date 5/18/05

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 *JK*
Date *5/8/25*



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288

VERMONT AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

State 17, 18; VT 061, 061; POLICY NUMBER; POLICY PERIOD: (12:01 A.M. standard time) EFFECTIVE JAN 16 2025 TO JUL 16 2025; OPERATORS: 01 JACQUELINE P KELLEHER-COMEAU

Named Insured and Address
JACQUELINE P KELLEHER-COMEAU

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE, WORK-SCHOOL Miles One Way, Cars Per Week. Rows for SUBARU IMPREZA and SUBARU OUTBACK.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W=Work School B=Business F=Farm P=Personal

VEH 17
VEH 18

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 17, VEH 18, VEH, VEH. Rows include PART A - LIABILITY, PART B - MEDICAL PAYMENTS, PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE.

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 17 JP MORGAN CHASE BANK, FORT WORTH TX
VEH 18 ALLY FINANCIAL, COCKEYSVILLE MD

ENDORSEMENTS: ADDED 01-16-25 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A200VT(02) ACCFOR(02) A402(03) RSGPCW(01) 5100VT(02)

K2 1
17 RSM2700000 18 RSM2700000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date NOVEMBER 21, 2024

Kelly Armstrong, Secretary; Randy Torneer, President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
 9800 Fredericksburg Road - San Antonio, Texas 78288
VERMONT AUTO POLICY
 AMENDED DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State	17	18	Veh		POLICY NUMBER
VT	061	061	Terr		
POLICY PERIOD: (12:01 A.M. standard time) EFFECTIVE JAN 16 2025 TO JUL 16 2025					

Named Insured and Address

JACQUELINE P KELLEHER-COMEAU
 [REDACTED]

Description of Vehicle(s)							VEH USE		WORK-SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	MILES Per Week	Days Per Week	
17	20	SUBARU	IMPREZA	SW	10000	[REDACTED]				
18	16	SUBARU	OUTBACK	SW	10000	[REDACTED]	P			

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * WC=Work/School, B=Business, F=Farm, P=Plasure

VEH 17 [REDACTED]
 VEH 18 [REDACTED]

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH 17		VEH 18		VEH		VEH	
	D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART D - PHYSICAL DAMAGE COVERAGE TOWING AND LABOR		[REDACTED]		[REDACTED]				
VEHICLE TOTAL PREMIUM		[REDACTED]		[REDACTED]				
-----ADJUSTMENT REASON-----								
ADDED OPERATOR 08								
		REVISED 6 MONTH PREMIUM...\$ [REDACTED]		6 MONTH INCREASE...\$ [REDACTED]				
		PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.						
		\$ [REDACTED] IS INCLUDED IN YOUR PRO-RATED PREMIUM FOR ACCIDENT FORGIVENESS.						

17 RSM2700000 18 RSM2700000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date NOVEMBER 21, 2024

Kelly Armstrong
 Kelly Armstrong, Secretary

Randy Termeer
 Randy Termeer, President

VITA
Dr. Jacqueline Patricia Kelleher

Home Address:

[REDACTED]
[REDACTED]
[REDACTED]

Cell: [REDACTED]

Email:
[REDACTED]

Education:

Degree	Institution
Ph.D. (2003) Educational Psychology <i>Field: Cognition & Instruction</i> Concentration: Measurement, Evaluation & Assessment Summa Cum Laude (3.92)	University of Connecticut Storrs, Connecticut
State Certified in Data Driven Decision Making and Data Making for Results (2011)	Learning and Leadership/Connecticut State Department of Education
M.A. (2001) Education – <i>Field: Special Education</i> Summa Cum Laude (4.00)	University of Connecticut Storrs, Connecticut
B.A. (1996) <i>Psychology/Education</i> <i>Emphasis: Behavioral</i> Magna Cum Laude (3.75)	University of Southern Maine Portland, Maine

Professional Experience:

Vermont Family Network
Williston, VT
<i>Executive Director</i>
Leads all aspects of a statewide nonprofit entity aimed at supporting children and families impacted by disabilities, disorders, and special health needs through no cost, high quality programs, supports, services, and mentoring, including navigating the often complex education and healthcare systems. Directs the work of a federally designated Parent Training and Information center. Supervision of staff, writes HR policies, recruitment, hiring, retention. Development, fundraising, maintains culture of philanthropy. Grantwriting and sustaining state funded grant contracts. Outreach to community partners, legislators, state organizations, and stakeholders. Strategic planning and benchmarking. Conducts return on investments analyses. Program evaluation and quality assurance. Develops annual budget and maintains balance of \$1.5 million. Secured \$1.75 million in new grants in 18 months. Ensures all Vermonters have access to necessary resources and services

<p>regardless of their zip code. Develops, implements, and evaluates timely, relevant content for Family Support-Education, Family Support – Health, Puppets in Education, Policy Advocacy for Disability Rights, and Training (parents, teachers, administrators, higher education, businesses, corporations). Consults with agencies, LEAs, and organization on family engagement and increasing response rates for AOE engagement measures. Hosts Town Hall sessions with families on AOE policies, procedures, and practices in collaboration with the AOE. Secures fiscal resources, partnerships, and sponsorships for sustainability and growth of the organization to better serve all Vermont families. Ensures the implementation of the VFN strategic plan and identifies or creates measures for benchmarking toward targets. Implements relevant professional development for all-staff to improve practices and procedures. Facilitated Board Engagement and met monthly with Finance, Governance, Executive, and Sustainability Committees.</p>
<p>Vermont Agency of Education</p>
<p>Montpelier, VT</p>
<p><i>State Director of Special Education</i></p>
<p>Responsible for 52 public school districts and 15,300 children and youth with disabilities. Consults with 25 independent schools. Developed and managed \$48 million dollar budget. Oversight of implementation of special education policies, practices, and procedures with federal and state laws for districts in the State of Vermont. General supervision, compliance, continuous improvement, grant monitoring, program evaluation, technical assistance, and liaison to national and state special education initiatives for the State of Vermont. Management of and strategic planning for staff in Monitoring and Programming areas of State Special Education Team. Consults on rulemaking efforts. Frequent reporting on state and federal compliance requirements. Interacts with State Board of Education and legislators as requested. Leadership on interpretation and guidance document development in response to Act 173. Sits on statewide committees such as Council on Literacy, Special Education Advisory Panel, CEEDAR (statewide recruitment/retention of special educators), Transition Task Force. Oversees statewide initiatives including closing the achievement gap, ensuring qualified workforce, decreasing disproportionality, increasing graduation rates, and maintaining a comprehensive system of General Supervision. Serves as primary liaison to Office of Special Education Programs. Plans, submits, and is responsible for Vermont's IDEA grant applications and monitors annual budget of over 40 million dollars which funds IDEA administrative, SEA level, and LEA level activities. Aggressively seeks resources for Vermont through grant funding and access to national technical assistance providers under IDEA Part D. Manages a staff of 12 and collaborates frequently across divisions on numerous projects and tasks. Completed a major organizational turnaround with the unit within one year. Consults with other divisions, various stakeholder partner groups, and inter-agencies regarding the needs of students with disabilities. Leading preparation for upcoming OSEP site visit using DMS 2.0 protocol. Promotion of laws specific to family engagement and equitable partnerships. Advocacy on behalf of children and youth with disabilities and their families internally and as part of state and national outreach efforts. Wrote 50 guidance and policy documents.</p>
<p>Franklin Pierce University</p>
<p>Rindge, NH</p>
<p><i>Chair, School of Education</i></p>
<p>Oversight of School of Education system, Certification Officer, Program Regulations and Compliance with State laws, Undergraduate/Graduate Program Coordinator, Accreditation Manager, Recruitment/Retention efforts, Teaching, Advising, Decision-making for the School and maintaining a culture of continuous improvement. Oversight of development and management of School of Education budget. Oversight of strategic plan. Ongoing collaboration with Communications and Marketing. Developed Marketing approaches for elevating recruitment and retention numbers. Representative on state committees concerning accreditation, standards, curriculum, and unmet needs of students with disabilities (Special Education Advisory Panel – IHE Representative). Revision of all education course syllabi. Recruitment and training of faculty and staff on instruction and advising. Student engagement and retention initiatives, marketing and branding. Established and maintained school partnerships and consulted on impactful systems change initiatives. Trained all FPU on effective accommodations and modifications for college students with disabilities. Supervision of full-time and adjunct faculty. Recruitment and retention of staff and students. Monthly listening sessions with students. Identified barriers of student success and implemented support programming to increase pass rates of high staked assessments.</p>
<p>Franklin Pierce University</p>
<p>Rindge, NH</p>
<p><i>Assistant Professor of Special Education/Student Teacher Supervisor, Graduate Teacher Education Program Coordinator</i></p>
<p>Worked with teacher leaders and school administrators on Leading by Convening and school climate and culture. Taught Courses and modeled High Leverage Practices and effective Pedagogy: Special Education and General Education courses for undergrad and grad, both face to face and 100% online using Canvas. Course designer. Portfolio advisor and evaluator. Course: Intro Exceptional Students, Special Education and the Law, Assessment, IEP Assessment, IEP Development, Effective Communication and Collaboration (Teachers, Paraprofessional, Administrators, and Families), Transition and Post-Secondary, Autism Spectrum Disorders Across the Lifespan, Special Education Methods, Educational Psychology, and Student Teaching Supervision. Also taught First Year Experience courses, including Disabilities and Film. Advised 75 students annually. Served on numerous committees. Conducted research and resource development in special education and parent engagement. Trained faculty and staff on working with students with disabilities in post-secondary classrooms as well as how to implement accommodations and the laws under 504. Promotion of laws and evidence-based practices specific to family engagement and equitable partnerships. Advocacy work for children, youth, and families to have access, equity and opportunity in education and employment. Supervised 40 student teachers and clinical experiences.</p>
<p>Sacred Heart University</p>
<p>Fairfield, Connecticut</p>
<p><i>Assistant Professor NCATE Co-Coordinator (Effective 8/1/13) – Accreditation and Regulations</i></p>

<p><i>Special Educator Program Director (Effective 1/7/14)</i> <i>Ed 569/205 Special Education Program Coordinator (Effective 6/1/14)</i></p>
<p>Developed school leaders in systems change and continuous improvement efforts. Led the development and approval of a certification program in Special Education for SHU. Taught classes in Special Education, Educational Psychology, and served as guest lecturer for the Occupational Therapy and Speech/Language Departments. Served on numerous service committees. Led the SHU annual fund raiser for autism called SHU Puzzlethon. Wrote dozens of grant applications for funding scholarship and programmatic support – national, state, and federal applications. Served on the Connecticut Special Education Advisory Panel as the IHE representative. Produced and interpreted data for multiple state and federal reports. Promotion of laws specific to family engagement and equitable partnerships. Ongoing advocacy and fundraising for state initiatives in autism. Student engagement and retention initiatives. Course inclusion of family engagement practices for pre-service teachers and administrators and hosted family nights each semester for families to educate pre-service candidates on the family experiences and methods for engaging and lifting families as practitioners. Supervised 25 student teachers. Kelleher was an invited guest to teach teachers in the Kingdom of Saudi Arabia and was presented an award from the Crowned Prince.</p>
<p>Southern Connecticut State University</p>
<p>New Haven, CT</p>
<p><i>Direct Services Coordinator – Center of Excellence on Autism Spectrum Disorders</i></p>
<p>Coordinates the Direct Service division during the Center’s first year of operations: instrument design; curriculum development; program evaluation; identifies direct service needs of districts and organizations educating children with autism and provides targeted technical assistance to meet those needs. Additionally, undertakes the development, implementation, and evaluation of a variety of community activities and special events, including Saturday Resource Sessions, international speaker series, and community service outreach. Develops and maintains publicity materials and technological outreach and dissemination of Center-based materials; designed and launched of new Center website. Authored and submitted two federal grant applications for ongoing Center support and sustainability; identified and initiated grant applications to over a dozen foundation organizations to support smaller Center projects. Worked with families on building school-home connections and worked with school on how to engage families more effectively. Actively led development activities to sustain Center operations and ensure quality of deliverables/outreach. Marketing materials. School community outreach. Program evaluation tool development.</p>
<p>Connecticut State Department of Education</p>
<p>Hartford, Connecticut</p>
<p><i>Education Consultant – General Supervision System Coordinator</i></p>
<p>Provides leadership for the following initiatives through the General supervision and evaluation of compliance efforts with federal and state regulations of 170 local education agencies in Connecticut; led professional development for Superintendents, Directors and CFO’s on fiscal oversight coordinates and implements monitoring site visits and provides support to program quality review teams (special education, accountability, approved private programs, charter schools, higher education programs); state liaison for programming and curricular initiatives involving autism spectrum disorders; represents bureau on activities statewide concerning certification, accreditation, alternative assessment, accountability, and deaf/hearing impaired; develops and monitors program quality indicators and benchmarks aligned with accountability measures; prepares programs and state initiatives for alignment with results-based accountability (RBA) principles; conducts monitoring activities annually for focused monitoring of Connecticut’s Key Performance Indicators; editor of the statewide monthly <i>Bureau Bulletin</i> communication tool. Duties also include developing best practice models for IEPs, professional development planning and budgeting, oversight of IDEA grant expenditures, and program quality indicators, and instrument development (Statewide Parent Satisfaction Survey). Collaborates with other bureaus and units to provide districts 1:1 technical assistance in school-wide improvement planning. Provides technical assistance to parents and families on state and federal requirements of implementing IDEA 2004. Serves as lead examiner on statewide focused monitoring and approved private special education program review site visits. Produced and interpreted data for multiple state and federal reports. Served on multiple state committees and advocated for students with disabilities and their families.</p>
<p>Connecticut State Department of Education</p>
<p>Hartford, Connecticut</p>
<p><i>Education Consultant – Autism Spectrum Disorders</i></p>
<p>Provides leadership and compliance oversight to Connecticut educational programming initiatives for individuals ages 3-21 with an autism spectrum disorder. Coordinates activities related to development and implementation of Special Act No. 08-5 <i>An Act Concerning Teaching Methodologies for Children and Youth with Autism and Other Developmental Disabilities</i>. Provides outreach to local education agencies, regional education service centers, advocacy organizations, parent groups, and the State Education Resource Center through presentations, written topic briefs and other ongoing guidance, webinar series, and participation in key statewide stakeholder groups. Writes grant applications in support of funding model demonstration sites statewide. Works with Connecticut State Education Resource Center to plan statewide professional development Works with the Regional Education Service Centers to build regional capacity in the area of initial evaluation using the ADOS and ADI-R. Consults with other bureaus and unit to address root causes behind significant disproportionality data in the area of autism. Presents statewide on compliant programming for children and youth on the spectrum and statewide patterns and trends on prevalence and incidence rates to Autism Spectrum Resource Center, parent groups, advocacy organizations, and school districts. Partnered with Early Childhood providers and early interventionists on approaches to identification, evaluation, and methodologies with impacted Birth to Three population. Promotion of laws specific to family engagement and equitable partnerships.</p>

Beginning with Children Foundation
New York, New York
<i>Director of Educational Content; BWCCS K-8 Staff Developer; Program Evaluator; Curriculum Developer</i>
Oversight of three K-8 schools. Provides leadership over the following initiatives as an Executive within the organization: documenting and evaluating the existing charter and public school BWCF education model for academic and non-academic content in three charter schools; supporting the enhancement of educational content of the schools and existing/future educational programs; evaluating curricula impact; evaluating special education and pupil services programming; providing reliable, valid information to the schools and Foundation for strategic planning, reporting, and decision making; developing new projects and initiatives with the charter schools and other organizations; building partnerships with higher education; and, designing, identifying, and using innovative tools, procedures, and technology. Developed trainings for families on data literacy. Produced and interpreted data for multiple state and federal reports. Written advocacy statements for access, equity, and opportunity for historically marginalized communities and inequitable education. Supported school leadership in strategic planning, metrics, and continuous improvement efforts. Mentored Principals in working with staff on data driven decision making.
Western Oregon University
Monmouth, Oregon
<i>Director of Institutional Research, Planning, and Assessment</i>
Oversight, design, and implementation of institutional research agenda, curriculum design, assessment plan and system, internal evaluation, technical assistance implementation with respect to assessment and evaluation, strategic planning and benchmarking, and maintaining a culture of evidence in support of teaching and learning. Coordinator of NWCCU accreditation self-study and institutional program review. Management of compliance and regulatory reporting to federal government. Designed and maintained database system for institutional research and assessment; Provided one on one support, small group instruction, and full-scale professional development workshops in assessment and evaluation for faculty in Liberal Arts & Science, College of Education, and non-academic programs. Produced and interpreted data for multiple state and federal reports. Oversight of institutional budget and resources for assessment, accreditation, and program improvement. Wrote grants aimed at first generation college student support. Reports and recommendations on engagement and retention of first-generation college students. Taught courses in Differentiated Assessment and Curriculum Design within the College of Education.
University of Connecticut
Storrs, Connecticut
<i>Assistant Dean/Educational Psychology Assistant Professor</i>
Areas of responsibility include the development, implementation, and oversight of the Neag School of Education Assessment and Evaluation Plan and related tools; monitoring alignment to national/state standards and local conceptual framework; internal evaluation studies; liaison to the Connecticut State Department of Education and other internal and external constituencies; ongoing data collection, analysis, and reporting; certification and licensure recommendations for the NSOE degree seeking candidates; admission policy and procedures; supervision of graduate assistants, student labor, and key stakeholders within the teacher education unit. Responsible for compliance and regulatory reporting at state and federal levels. Oversaw staff of 6. Planned and managed budget for the Assistant Dean's Office. Federal grant writing to maintain assessment projects and system. Produced and interpreted data for multiple state and federal reports. Responsibility for budget oversight. Elevated the Neag of School of Education ranking by 20 points in US News Reports. Student engagement, student tracking post-graduation, and retention initiatives. Developed protocol for accreditation and served as a national NCATE Board of Directors examiner for 19 years, including in the role of BOD Chair. Kelleher was an invited guest to teach teachers in South Africa.
The Evaluation Center
Kalamazoo, Michigan
<i>Project Evaluator/Field Researcher/ Data Analyst</i>
Employed as a field researcher, analyst, and consultant for the Connecticut Charter Schools Project. Data collection and analysis using quantitative and qualitative data from 12 charter schools within the state serving PK-12 students across urban, suburban, and rural locations. Evaluation reports of the merit and worth of charter school initiatives. Presented findings to school leaders and Boards of Directors. Consulted on systems change efforts and preparing for program review.
Center for HIV Intervention & Prevention
Storrs, Conn
Research Associate
Employed as an instructional designer of HIV Intervention materials using technology to assist physicians and clients. NIMH grant writing and evaluation planner. Evaluation of data collection tools and collection systems. Interactions with families and members of the public disseminating user-friendly, informational materials and responding to questions/concerns. Development of education materials.
University of Connecticut
Storrs, Connecticut
<i>Special Education Student Teacher Supervisor; Grant Writer; SITE (Shared Ideas for Teaching Effectively) Coordinator; SITE Evaluator</i>

Worked intensively with six student teachers per semester, providing critiques of their classroom performance and making sure they were teaching to Connecticut certification standards. Feedback, modeling, and mentoring in addition to formative and summative evaluation of preservice performance. Special emphasis on strengthening the home-school connections. Supported school leadership on program improvement. Federal grant writing to secure funds in support of evidence-based practice dissemination. Total student teachers mentored and supervised 60.

Teaching Experience (Higher Education/K-12):

Higher Education:

Franklin Pierce University

Rindge, NH

Courses: Special Education and General Education courses for undergrad and grad, both face to face and 100% online using Canvas. Course designer. Portfolio advisor and evaluator. Course: Intro Exceptional Students, Special Education and the Law, Assessment, IEP Assessment, IEP Development, Effective Communication and Collaboration (Teachers, Paraprofessional, Administrators, and Families), Transition and Post-Secondary, Autism Spectrum Disorders Across the Lifespan, Special Education Methods, Educational Psychology, and Student Teaching Supervision. Also taught First Year Experience courses, including Disabilities and Film.

Sacred Heart University

New Haven, Connecticut

Courses: ED 569: Educating Students with Special Needs; ED 553: Educational Psychology; ED 428: Curriculum Design (Understand by Design/Making Standards Work). ED 600: Characteristics of Effective Schools
Workshops: Scientific Research Based Intervention Overview; State Assessment –CMT/CAPT
Advisor Ph.D. Candidates: James Patsalides; Jill Angotta

Southern Connecticut State University

New Haven, Connecticut

Courses: SED 521: Introduction to Autism Spectrum Disorders, SED 481 Special Education Methods, SED 452: Seminar in Reflective Practice for General Education and Special Education practitioners.

Fordham University

New York, New York

Course: Differentiated Instruction (participated in developing key assessment artifact for the TK20 portfolio system)

Quinnebaug Valley Community College

Danielson, Connecticut

Courses: Lifespan Development, Developmental English, English Composition (Online and Real time sections)

Chemicketa Community College

Danielson, Connecticut

Courses: Developmental Writing & Learning Strategies.

Western Oregon University

Monmouth, Oregon

Courses: ED 554M Personalizing Classroom Environments, Differentiated Instruction & Assessment

Workshops: NWCCU Accreditation; Teacher Work Sample methodology; Developing and piloting electronic portfolio systems using Livetext.

University of Connecticut

Storrs, Connecticut

Courses: EGEN 294,295, and 296, three courses preparing undergraduates in the teacher preparation program and emphasizing the special education core. Assessment, Program Evaluation, Learning Strategies for NCAA Athletes

Eastern Connecticut State University

Willimantic, Connecticut

Courses: Psychology: Self-Directed Behavior; College Writing: General Study Skills and College Reading; Educational Psychology

K-12 Teaching/Leadership:

Bridgeport Board of Education – for four years guided, mentored and supervised the Superintendent of Connecticut’s largest urban district. Balanced the budget with a million-dollar deficit. Raised student achievement scores. Reduced the drop out rate increased the graduation rate. Conducted districtwide analyses on efficiencies and inclusive practices.

District Facilitator, Parent Seeking Educational Excellence (PSEE) and Family Engagement with Public Schools. Connecticut Center for School Change. Windham Public Schools.

Certified Learn & Lead Instructor in Data Driven Decision Making. Three-year certification award. Training and Certification provided by the national Learn & Lead, Inc., endorsed by the Connecticut State Department of Education. Mentored School Leadership across the state.

Lead Teacher/Curriculum Designer. Designed and implemented Grade 8 curriculum for children with Autism Spectrum Disorders, which included a summer one week enrichment filmmaking session. Taught English/Language Arts, Study Skills, Learning Strategies, and Social Skills courses. Mentored Special Education Directors on model.

Film/Video Teacher, Grade 8, Beginning with Children Charter School, Brooklyn, NYC. Taught children in regular and special education including children with emotional disturbance, autism and low incidence disabilities. Reinforced literacy and numeracy through film development and production.

Study Skills/Reading Teacher, Grade 5, Community Partnership Charter School, Brooklyn, NYC. Taught literacy skills and learning strategies to children in regular and special education including children with learning disabilities.

Director of Learning Strategies, Grades 7 – 12, Ethel Walker School. Designed and implemented a Learning Center to serve learners with special needs and the teachers who educate and support them. Developed curriculum for children with special needs, provided technical assistance to teachers on inclusive models of pedagogy, wrote accommodations policies and procedures, oversaw IEP’s and goal attainment. Emphasized family engagement at the systems and individual levels and hosted family engagement nights and events.

New Teacher Mentor, Ethel Walker School

Drama teacher, Grades 9 -12, Ethel Walker School,

Study Skills teacher, Grade 9, Ethel Walker School,

Middle School English teacher, Grade 8, Ethel Walker School,

Middle School Musical director, Grades 7-8, Ethel Walker School.

Coordinator Peer Tutoring Program, Ethel Walker School.

Residential Life Housefaculty/Dorm Coordinator, Ethel Walker School,

Study Skills/Reading Strategies Teacher, Grade 5, Community Partnership/Beginning with Children Public School,

Drama/Film Instructor, Grade 8, Beginning with Children Public Schools,

Co-Director, “The Wiz” – Grades 3-8 Roosevelt Elementary School, Bridgeport Public Schools. Developed and performed show for three showings. Taught children acting, stage management, costume responsibility, signing, and dancing.

Mentor Connection Summer School Teacher, North Windham Elementary,

Worked one on one and in small groups with highly academically talented secondary students as a mentor in the field of special education; designed and implemented a democratic education seminar and supervised the secondary student field experience in Windham Public Schools. Students were individuals in Grades 9-10 with and without disabilities.

Social Science Guest Teacher Series: Psychology, York High School,

Substitute Teacher, Gorham Middle School,

++Numerous Committees, Publications, and Presentations Available Upon Request

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 Peter T. Foley, Esq.		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$210,000
1.9 Contracting Officer for State Agency Diana E. Fenton, Esq.		1.10 State Agency Telephone Number (603) 271-3189	
1.11 Contractor Signature Peter T. Foley Date: 5/9/25		1.12 Name and Title of Contractor Signatory Peter T. Foley, Esq.	
1.13 State Agency Signature [Signature] Date: 05/28/25		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: Elizabeth Brown, Attorney [Signature] On: 05/28/25			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

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 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, Peter Foley, am a sole proprietorship. As such, **I am not** a corporation, partnership, or limited liability company etc.
3. Peter Foley represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, 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. Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels as set forth in the attached policy:

Amica

EXHIBIT B

Scope of Services

Once selected, the ultimate number and type of case assignment (e.g. hearings or alternative dispute resolution) shall be at the sole discretion of the New Hampshire Department of Education (NHED) Governance Unit.

In the role of **Hearing Officer**, upon assignment of a case by the Governance Unit, the contractor shall:

1. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
2. Maintain accurate file management and timely invoicing system for all administrative hearings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
3. Maintain confidential computer and telephone communications. Utilize a state issued email account for administrative hearing purposes.
4. Maintain accurate electronic recording/record of all administrative pre-hearings and hearings.
5. Conduct pre-hearing conference with parties to hearing. Discuss in detail items in Pre-hearing Checklist at pre-hearing conference and memorialize in pre-hearing order as directed by the Governance Unit.
6. Explain subpoena process to parties. Issue subpoenas as necessary.
7. Ensure all administrative hearings are held within statutory deadlines unless Hearing Officer grants continuances for specific extensions of time. Any such extension must be documented immediately by the Hearing Officer who will indicate in writing who requested extension, when the extension was granted, the reason for the extension, and the new end date by which a decision will be rendered.
8. Make written findings of facts following the hearing; if parties submit written findings ensure the written findings are redacted by parties.
9. Make written rulings of law following the hearing; if parties submit written rulings of law, ensure the written rulings of law are redacted by parties.
10. Issue timely responses to all motions/continuance requests of the parties.
11. Issue a written Hearing Officer decision by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Hearing Officer.
12. Provide an electronic version in Microsoft Office Word, or as directed by the Governance Unit, of the Hearing Officer decision to the Governance Unit.
13. Format Hearing Officer Orders in accordance with the Hearing Officers' Guide to Administrative Process, or as otherwise directed by the Governance Unit.

14. Draft decisions, notify parties of rescheduled hearings and perform attendant secretarial duties such as rescheduling of hearings, bookkeeping, up-to-date billing, and accounting.
15. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
16. Attend training sessions as scheduled by the Governance Unit.
17. Provide consultation (court, Office of Special Education Programs (OSEP), Office of Civil Rights (OCR), New Hampshire Department of Education (NHED) and investigation services (Special Education Complaints) when requested by Governance Unit.
18. Governance Unit will provide and maintain a state-issued e-mail account, Westlaw subscription, Zoom license, Adobe license and printed New Hampshire Education law books.

In the role of **Alternative Dispute Resolution Officer** (e.g. Mediator or Neutral Officer), upon assignment of a case by the Governance Unit, the contractor shall:

19. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
20. Maintain accurate file management and timely invoicing system for all Alternative Dispute Resolution proceedings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
21. Maintain secure computer and telephone communications. Utilize a state issued email account for Alternative Dispute Resolution purposes.
22. Ensure all Alternative Dispute Resolution procedures are held within statutory deadlines unless Alternative Dispute Resolution Officer allows continuances for specific extensions of time. Any such extension must be documented immediately by the Alternative Dispute Resolution Officer.
23. Ensure timely responses to all inquiries of the parties.
24. Provide a written agreement and/or non-agreement by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Alternative Dispute Officer, to the Governance Unit.
25. If serving as Mediator, the Mediator notify the Hearing Officer and Governance Unit of the outcome of mediation sessions in a timely manner.
26. Draft written agreement and/or non-agreement, notify parties of rescheduled proceedings and attendant secretarial duties such as rescheduling of mediation/moderator session/neutral conferences, bookkeeping, up-to-date billing, and accounting.
27. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
28. Attend training sessions as scheduled by the Governance Unit.

EXHIBIT C

Method of Payment

The contracts represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle such request, and number of cases currently outstanding for each hearing officer.

In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor in accordance with the payment schedule provided below, commencing on the date of Governor and Council approval through June 30, 2027. This schedule was developed based on the median and average costs of all hearings and mediations held during a one-year time span.

Mediation/Neutral Conference		Date	
Upon acceptance of case - \$150*			
<ul style="list-style-type: none"> • Full Day (More than 3 hours) - \$300 (example 9-4) • Less than 3 hours - \$200 (example: 9-noon; noon - 3) • Second Day - \$175 			
Prior to Pre-Hearing		Date	
Upon acceptance of case - \$150*			
Determination on Motions - \$50 (Motion to Continue; Dispositive; Dismissal; Reconsideration; Discovery) <i>Total allowable for case: \$300</i>			
Sufficiency hearing - \$225			
Resolution process documentation - \$100			
Hearing		Date	
Pre-Hearing - \$200			
Hearing –			
<ul style="list-style-type: none"> • 1st Day – More than 3 hours \$325; Less than 3 hours - \$225 • 2nd Day - More than 3 hours \$325; Less than 3 hours - \$225 			
Post-Hearing		Date	
Prepare decision - \$305			
<ul style="list-style-type: none"> • Hearing Decision • Summary Judgment 			
Report and Recommendation - \$300 (State Board)			
State Board – Findings of Fact/Rulings of Law - \$150 (State Board)			
Miscellaneous	Date	Details (mileage, time, other information necessary)	Payment (Less \$150.00 upon acceptance)
Preparation of subpoenas (Total for case) \$50			
Mileage - \$0.70/mile**			Not Applicable
Travel time*** - \$30.00/hour, after first 2 hours***			
Training -			
<ul style="list-style-type: none"> • ½ day (four hours or less) - \$200.00 • Full day - \$350.00 			Not Applicable
Evaluation meeting \$50.00			

File Preparation (includes Indexes, Admin file, Pre-hearing checklists) – \$50 per case if at close of settlement; withdrawal; dismissal <i>or</i> \$100 per case after full hearing and decision rendered			
Actual postage up to \$20.00 per case (Mailing of orders, mailing file folder to NHED)			
Consultation (court, OSEP, OCR, NHED) \$60.00** Investigation - \$60 hour up to 10 hours, beyond 10 hours requires prior permission.			
OTHER – Describe			

Items not covered in this schedule – *From time to time there may be an unusual situation that arises where a hearing officer is required to perform a hearing-related task (or training in or out of state for compliance with federal statutes) for which no monetary reimbursement has been contemplated. In those situations, the department will consider reimbursement based on either the per diem rate, as set out for training, a flat fee rate analogous to one of the above rates or no payment as it determines is warranted by the situation.*

**If travel involved or an unusual situation arises, this money will be applied to the amount before any additional payment is authorized. This amount includes weekly update of cases.*

***Only with prior approval from the Governance Unit. Mileage is if, and only if, a proceeding is held outside of Concord. Department will not pay mileage from home office to Concord (see contract Exhibit C for details).*

****See explanation for upon acceptance of case – the \$30.00/hour, after the first two hours will NOT apply to first 2 hours of travel time – i.e. payment for 3 hours round trip will be \$30 not \$90.*

Limitation on Price: This contract will not exceed \$210,000.

Source of Funding: Funds to support this request are anticipated to be available in the following accounts in FY 2026 and FY 2027, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified:

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

Method of Payment:

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

Stephen W. F. Berwick
Stephen.W.Berwick@doe.nh.gov

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 PTF
Date 5/9/25

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 PTF
Date 5/9/25

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 PTF
Date 5/9/25

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 PTF
Date 5/9/25

Amica Mutual Insurance Company

Lincoln, Rhode Island

CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. [REDACTED]

NAMED INSURED

Peter T. Foley

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE			
COVERAGES	LIMIT OF LIABILITY	PREMIUMS	AUTO 1 2017 VOLV
A. LIABILITY	\$ 100,000 each person		\$ [REDACTED]
Bodily Injury	\$ 300,000 each accident		\$ [REDACTED]
Property Damage	\$ 50,000 each accident		\$ [REDACTED]
B. MEDICAL PAYMENTS	\$ 5,000 each person		\$ [REDACTED]
C. UNINSURED MOTORISTS	\$ 100,000 each person		\$ [REDACTED]
Bodily Injury	\$ 300,000 each accident		\$ [REDACTED]
D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)			
1. Collision Loss	AUTO 1		
ACV minus deductible of	\$ 500		\$ [REDACTED]
2. Other Than Collision Loss	AUTO 1		
ACV minus deductible of	\$ 100		\$ [REDACTED]
TOWING AND LABOR COSTS	\$ 100 each disablement		\$ [REDACTED]
OPTIONAL TRANSPORTATION EXPENSES	AUTO 1		
	\$ 900 MAX		\$ [REDACTED]
FULL SAFETY GLASS COVERAGE (UNDERINSURED MOTORISTS INCLUDED WITH UNINSURED MOTORISTS)			\$ [REDACTED]

TOTAL PREMIUM \$ [REDACTED]

Amica Mutual Insurance Company

Lincoln, Rhode Island

Page 3 of 3

CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. [REDACTED]

NAMED INSURED

Peter T. Foley

SPECIAL DISCOUNTS

FWD COLLISION WARNING SYS DISC AUTO 1
ADAPTIVE HEADLIGHTS DISCOUNT AUTO 1
MULTI-LINE DISCOUNT-HOME
ELEC STABILITY CONTROL DISCOUNT AUTO 1
CLAIM FREE DISCOUNT
LOYALTY DISCOUNT
E-DISCOUNT
AUTOPAY DISCOUNT

Form and Endorsements made part of this policy at time of issue:

PP 00 01 09 18 PERSONAL AUTO POLICY
AM 05 28 10 22 AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS
PP 01 76 03 22 AMENDMENT OF POLICY PROVISIONS - NEW HAMPSHIRE
PP 02 76 03 22 TERMINATION PROVISIONS - NEW HAMPSHIRE
PP 03 03 09 18 TOWING AND LABOR COSTS COVERAGE
PP 13 33 09 18 LOSS PAYABLE CLAUSE - NEW HAMPSHIRE
AA 05 00 08 21 OPTIONAL SUBSTITUTE TRANSPORTATION EXPENSES COVERAGE
AA 09 00 04 24 RIDESHARE AND DELIVERY EXCLUSION ENDORSEMENT
PP 13 01 09 18 COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT
PP 33 05 09 18 FULL SAFETY GLASS COVERAGE
AA 07 00 10 21 STREETSMART BY AMICA
NH 04 45 04 24 UNINSURED MOTORISTS COVERAGE - NEW HAMPSHIRE
AM 00 18 02 01 MUTUAL PROVISIONS - NON-DIVIDEND POLICY

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by.....

Dinari DePant

Authorized Representative

PETER T. FOLEY



EDUCATION

Georgetown University Law Center, Washington, D.C.
J.D. *cum laude*, 1981

Honors: Law Review: American Criminal Law Review
Editor, 1980-81
Member, 1979-80

Stonehill College, North Easton, Massachusetts
A.B. *magna cum laude*, 1978, *Political Science*

EMPLOYMENT

LEGAL

Foley Law Office, Concord, New Hampshire
Solo Practitioner, July 1991 - present
Established and maintain private law practice specializing in administrative/government law, mediation/hearing officer services and election law. Representative clients: New Hampshire Department of Education, New Hampshire Department of Justice, New Hampshire Retirement System.

GOVERNMENTAL

State of New Hampshire, Office of the Attorney General, Concord, NH
Senior Assistant Attorney General, December 1986 - January 1991
Assistant Attorney General, August 1983 - December 1986
Attorney, September 1981 - August 1983

As SAAG was member of management team of fifty-attorney law office with emphasis on supervision of professional and support staff of the Office's Civil Bureau. Organized and oversaw all aspects of twelve-attorney Civil Bureau's state and federal litigation.

As AAG Advised state agencies and officials regarding legal aspects of departmental administration including statutory interpretation, administrative rulemaking, contract negotiation and contract drafting. Represented state agencies and officials in civil actions in state superior and supreme court, federal district and circuit court and before state administrative bodies.

EMPLOYMENT

HIGHER EDUCATION

University of New Hampshire School of Law, Concord, New Hampshire
Adjunct Professor - Sports Law, August 1991 - present
Develop, design and teach curriculum for three law school courses that use professional and amateur sports case studies to teach principles of contract, labor, antitrust, and intellectual property law.

BAR MEMBERSHIP

State of New Hampshire (1981)

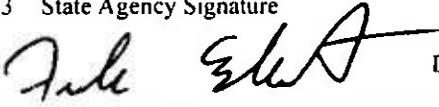
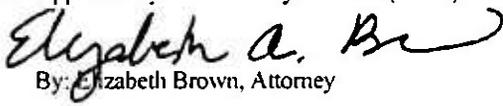
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Scott F. Johnson, Esq.		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$210,000
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: 5/8/25		1.12 Name and Title of Contractor Signatory Scott F. Johnson, Esq	
1.13 State Agency Signature  Date: 05/28/25		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: Elizabeth Brown, Attorney On: 05/28/25			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

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 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, Scott Johnson, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.
3. Scott Johnson represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, 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. Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels as set forth in the attached policy:

Concord Group

EXHIBIT B

Scope of Services

Once selected, the ultimate number and type of case assignment (e.g. hearings or alternative dispute resolution) shall be at the sole discretion of the New Hampshire Department of Education (NHED) Governance Unit.

In the role of **Hearing Officer**, upon assignment of a case by the Governance Unit, the contractor shall:

1. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
2. Maintain accurate file management and timely invoicing system for all administrative hearings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
3. Maintain confidential computer and telephone communications. Utilize a state issued email account for administrative hearing purposes.
4. Maintain accurate electronic recording/record of all administrative pre-hearings and hearings.
5. Conduct pre-hearing conference with parties to hearing. Discuss in detail items in Pre-hearing Checklist at pre-hearing conference and memorialize in pre-hearing order as directed by the Governance Unit.
6. Explain subpoena process to parties. Issue subpoenas as necessary.
7. Ensure all administrative hearings are held within statutory deadlines unless Hearing Officer grants continuances for specific extensions of time. Any such extension must be documented immediately by the Hearing Officer who will indicate in writing who requested extension, when the extension was granted, the reason for the extension, and the new end date by which a decision will be rendered.
8. Make written findings of facts following the hearing; if parties submit written findings ensure the written findings are redacted by parties.
9. Make written rulings of law following the hearing; if parties submit written rulings of law, ensure the written rulings of law are redacted by parties.
10. Issue timely responses to all motions/continuance requests of the parties.
11. Issue a written Hearing Officer decision by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Hearing Officer.
12. Provide an electronic version in Microsoft Office Word, or as directed by the Governance Unit, of the Hearing Officer decision to the Governance Unit.
13. Format Hearing Officer Orders in accordance with the Hearing Officers' Guide to Administrative Process, or as otherwise directed by the Governance Unit.

14. Draft decisions, notify parties of rescheduled hearings and perform attendant secretarial duties such as rescheduling of hearings, bookkeeping, up-to-date billing, and accounting.
15. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
16. Attend training sessions as scheduled by the Governance Unit.
17. Provide consultation (court, Office of Special Education Programs (OSEP), Office of Civil Rights (OCR), New Hampshire Department of Education (NHED) and investigation services (Special Education Complaints) when requested by Governance Unit.
18. Governance Unit will provide and maintain a state-issued e-mail account, Westlaw subscription, Zoom license, Adobe license and printed New Hampshire Education law books.

In the role of **Alternative Dispute Resolution Officer** (e.g. Mediator or Neutral Officer), upon assignment of a case by the Governance Unit, the contractor shall:

19. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
20. Maintain accurate file management and timely invoicing system for all Alternative Dispute Resolution proceedings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
21. Maintain secure computer and telephone communications. Utilize a state issued email account for Alternative Dispute Resolution purposes.
22. Ensure all Alternative Dispute Resolution procedures are held within statutory deadlines unless Alternative Dispute Resolution Officer allows continuances for specific extensions of time. Any such extension must be documented immediately by the Alternative Dispute Resolution Officer.
23. Ensure timely responses to all inquiries of the parties.
24. Provide a written agreement and/or non-agreement by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Alternative Dispute Officer, to the Governance Unit.
25. If serving as Mediator, the Mediator notify the Hearing Officer and Governance Unit of the outcome of mediation sessions in a timely manner.
26. Draft written agreement and/or non-agreement, notify parties of rescheduled proceedings and attendant secretarial duties such as rescheduling of mediation/moderator session/neutral conferences, bookkeeping, up-to-date billing, and accounting.
27. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
28. Attend training sessions as scheduled by the Governance Unit.

EXHIBIT C

Method of Payment

The contracts represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle such request, and number of cases currently outstanding for each hearing officer.

In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor in accordance with the payment schedule provided below, commencing on the date of Governor and Council approval through June 30, 2027. This schedule was developed based on the median and average costs of all hearings and mediations held during a one-year time span.

Mediation/Neutral Conference		Date	
Upon acceptance of case - \$150*			
<ul style="list-style-type: none"> • Full Day (More than 3 hours) - \$300 (example 9-4) • Less than 3 hours - \$200 (example: 9-noon; noon - 3) • Second Day - \$175 			
Prior to Pre-Hearing		Date	
Upon acceptance of case - \$150*			
Determination on Motions - \$50 (Motion to Continue; Dispositive; Dismissal; Reconsideration; Discovery) <i>Total allowable for case: \$300</i>			
Sufficiency hearing - \$225			
Resolution process documentation - \$100			
Hearing		Date	
Pre-Hearing - \$200			
Hearing -			
<ul style="list-style-type: none"> • 1st Day - More than 3 hours \$325; Less than 3 hours - \$225 • 2nd Day - More than 3 hours \$325; Less than 3 hours - \$225 			
Post-Hearing		Date	
Prepare decision - \$305			
<ul style="list-style-type: none"> • Hearing Decision • Summary Judgment 			
Report and Recommendation - \$300 (State Board)			
State Board - Findings of Fact/Rulings of Law - \$150 (State Board)			
Miscellaneous	Date	Details (mileage, time, other information necessary)	Payment (Less \$150.00 upon acceptance)
Preparation of subpoenas (Total for case) \$50			
Mileage - \$0.70/mile**			Not Applicable
Travel time*** - \$30.00/hour, after first 2 hours***			
Training -			
<ul style="list-style-type: none"> • ½ day (four hours or less) - \$200.00 • Full day - \$350.00 			Not Applicable
Evaluation meeting \$50.00			

File Preparation (includes Indexes, Admin file, Pre-hearing checklists) – \$50 per case if at close of settlement; withdrawal; dismissal <i>or</i> \$100 per case after full hearing and decision rendered			
Actual postage up to \$20.00 per case (Mailing of orders, mailing file folder to NHED)			
Consultation (court, OSEP, OCR, NHED) \$60.00** Investigation - \$60 hour up to 10 hours, beyond 10 hours requires prior permission.			
OTHER – Describe			

Items not covered in this schedule – *From time to time there may be an unusual situation that arises where a hearing officer is required to perform a hearing-related task (or training in or out of state for compliance with federal statutes) for which no monetary reimbursement has been contemplated. In those situations, the department will consider reimbursement based on either the per diem rate, as set out for training, a flat fee rate analogous to one of the above rates or no payment as it determines is warranted by the situation.*

**If travel involved or an unusual situation arises, this money will be applied to the amount before any additional payment is authorized. This amount includes weekly update of cases.*

***Only with prior approval from the Governance Unit. Mileage is if, and only if, a proceeding is held outside of Concord. Department will not pay mileage from home office to Concord (see contract Exhibit C for details).*

****See explanation for upon acceptance of case – the \$30.00/hour, after the first two hours will NOT apply to first 2 hours of travel time – i.e. payment for 3 hours round trip will be \$30 not \$90.*

Limitation on Price: This contract will not exceed \$210,000.

Source of Funding: Funds to support this request are anticipated to be available in the following accounts in FY 2026 and FY 2027, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified:

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

Method of Payment:

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

Stephen W. F. Berwick
Stephen.W.Berwick@doe.nh.gov

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 SJ
Date 5/8/25

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 SJ
Date 5/8/25

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 SJ
Date 5/8/25

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 SJ
Date 5/8/25



CONCORD GROUP
INSURANCE



Concord General Mutual Insurance Company
35B Constitution Dr., Ste. 101 | Bedford, NH 03110
p. 800-852-3380
ConcordGroupInsurance.com

ANNIVERSARY RENEWAL DECLARATIONS

Refer billing, policy or coverage questions to: .

Named Insured and Address:

DAVIS & TOWLE MORRILL & EVERETT INC
PO BOX 1260
CONCORD, NH 03302
(603) 224-9551

Scott Johnson

THIS IS NOT A BILL. Your bill will be sent separately.

This Anniversary Renewal Declarations reflects your renewal coverages, rating information and premiums. Any changes in your rating information, such as driving record history, driver's age or credits, are reflected herein.

The enclosed policy form(s) becomes part of your policy effective this renewal and should be attached to your policy. Read the form(s) and the explanatory notice carefully.

Please contact your agent with any questions or corrections.

A Valued Customer Since 2016

Policy Number	Policy Type	Policy Period	Effective Date	Payment Plan
	Personal Automobile	06/30/2024 TO 06/30/2025 12:01 A.M. Standard Time	06/30/2024	4-Pay

POLICY PREMIUM SUMMARY

Veh	Veh Year	Make/Model	Vehicle ID #	Garaging Location	Annual Premium
	2011	SUBARU FORESTER TOURING	[REDACTED]	[REDACTED]	[REDACTED]

DRIVERS and DRIVER DISCOUNTS

#	Name	Date of Birth	License #	State Licensed	Good Student	Distant Student	Defensive Driver
1	Scott Johnson			NH			



Scott Johnson

Policy Number [REDACTED]

Effective 06/30/2024

CREDITS and DISCOUNTS

Credits and Discounts Applied to Your Policy Premium	
Advance Quote	Paperless
Multi-Car Discount	Account Credit
Safe Car	
Total Credits and Discounts:	

VEHICLES

#	Year	Make/Model	Comp/Coli Symbol	Zip Code Territory
2	2011	SUBARU FORESTER TOURING	4029	[REDACTED]

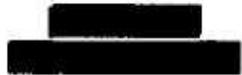
COVERAGES

Coverage applies when premium is shown					Veh 1	Veh 2	Veh 3	Veh 4
Bodily Injury	Each Person / Each Occurrence		\$500,000/\$500,000		[REDACTED]			
Property Damage	Each Occurrence		\$100,000		[REDACTED]			
Medical Payments	Each Person		\$5,000		[REDACTED]			
Uninsured / Underinsured Motorists	Each Person / Each Occurrence		\$500,000/\$500,000		[REDACTED]			
	Veh 1	Veh 2	Veh 3	Veh 4				
Other Than Collision	\$250 Ded.	\$250 Ded.	\$250 Ded.	\$250 Ded.	[REDACTED]			
Collision	\$500 Ded.	\$500 Ded.	\$500 Ded.	\$500 Ded.	[REDACTED]			
Transportation Expense	Daily \$20/ Max \$600	Daily \$20/ Max \$600	Daily \$20/ Max \$600	Daily \$20/ Max \$600		Incl.		
Towing and Labor	\$25 each occurrence	\$25 each occurrence	\$25 each occurrence	\$25 each occurrence		[REDACTED]		
Personal Auto Coverage Enhancements (PACE)	See form CI 00 36 for special coverage and enhancements					Incl.		
Personal Auto Coverage Enhancements Plus (PACE+)	See form CI 00 35 for special coverage and enhancements					[REDACTED]		
Total Premium for Each Vehicle					[REDACTED]			
TOTAL VEHICLE PREMIUM					[REDACTED]			

OTHER COVERAGES

Coverage	Special Limits/Provisions	Premiums
Road Trouble Service		[REDACTED]
TOTAL		[REDACTED]

Scott F. Johnson, Esq.



Experience

- 1999 - **Purdue Global Law School**
Present **Professor of Law.** Develop and teach Administrative Law, Administrative Advocacy, ADR & Technology, Civil Procedure, Constitutional Law, Education Law, Health Law, and Special Education courses in an online platform. Create and grade student assessments. Serve on various academic and faculty governance committees, including Admissions, Curriculum, and Faculty Council.
- 2006 – **New Hampshire Department of Education, Concord, NH**
Present **Hearing Officer/Mediator**
Serve as a hearing officer in education cases, which includes special education, student discipline, teacher licensure, and educational hardship matters. Duties also include serving as a mediator and using other forms of ADR to help parties resolve disputes.
- 2002 - **Franklin Pierce Law Center, Concord, NH**
2006 **Visiting/Adjunct Professor.** Developed and taught Education Law, Special Education Law, and Administrative Law classes.
- 1997-2004 **Stein, Volinsky & Callaghan, Concord, NH**
Attorney. Represented clients in administrative, trial, and appellate proceedings with a focus on education law, disability law, employment law, health law, and constitutional law.

Education

Franklin Pierce Law Center, Concord, NH

- J.D. May 1997

University of North Carolina at Charlotte, Charlotte, NC

- B.A., Political Science 1992
- Minor in American Studies

Bar Admissions

- Admitted to the New Hampshire Bar November 1997
- Admitted to practice before the New Hampshire Supreme Court, Federal District Court in New Hampshire, First Circuit Court of Appeals, U.S. Court of Appeals for Veteran's Claims, and the United States Supreme Court.

Publications

- *Education Law: A Problem-Based Approach*, 5th Edition, with Sarah E. Redfield
Carolina Academic Press (2023)
- *What Public School Students Can Say on Social Media May Be About to Change*, The
Conversation (2/25/21)
- *Freedom of Speech for Public School Employees*, The Center for Computer-Assisted
Legal Instruction (2020)
- *Special Education Law*, 6th Edition, with Laura Rothstein, Sage Publications (2020)
- *Student Speech*, The Center for Computer-Assisted Legal Instruction (2019)
- *50 Years of Student Speech and the First Amendment*, Concord Connector
(4/23/2019)
- *The 14th Amendment Protects the Right to a Public Education*, Concord Connector
(4/20/17)
- *The United States Court Grapples with the Meaning of FAPE*, Concord Connector
(2/2/17)
- *Education Law: A Problem-Based Approach*, 3rd Edition, with Sarah E. Redfield,
LexisNexis (2015)
- *Rowley Forever More? A Call for Clarity and Change*, Vol 41, Journal of Law &
Education 25 (2012).
- *Special Education Law*, 5th Edition, with Laura Rothstein, Sage Publications (2014).
- *New Hampshire Special Education Law Manual: A Guide for Parents, Educators,
Advocates & Attorneys*, 4th Edition, NHedLaw, LLC (2008).
- *Administrative Agencies: A Comparison of New Hampshire and Federal Agencies
History, Structure and Rulemaking Requirements*, 4 Pierce L. Rev. 435 (2006).
- *Preventing Physical Restraints in Schools: A Guide for Parents, Educators &
Professionals*, Education Law Resource Center (2005).
- *Focus on Equality Shifts to Adequacy as Brown v. Board Turns 50*, Vol. 34 Your School
and the Law Issue 34 (2004).
- *Reexamining Rowley: A New Focus in Special Education Law*, 2 BYU Education Law
Journal 561 (2003).
- *Bragdon v. Abbott: Analysis and Implications for People Living with HIV/AIDS and
Other Disabilities*, 40 New Hampshire Bar Journal 1 (1999).
- *HB 117: The State's Plan to Fund Educational Adequacy is Too Little Too Late*, Vol 2.
Issue 3 New Hampshire Law Bulletin (June 1999).
- *Suing Under the Americans With Disabilities Act or Seeking Disability Benefits: A
Hobson's Choice for People With Disabilities*. Vol. 6, No. 1 Journal of Individual
Employment Rights 49 (1997-98).

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 Briana Coakley, Esq.		1.4 Contractor Address 	
1.5 Contractor Phone Number 	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$210,000
1.9 Contracting Officer for State Agency Diana E. Fenton, Esq.		1.10 State Agency Telephone Number (603) 271-3189	
1.11 Contractor Signature Briana M. Coakley Date: 05/07/2025		1.12 Name and Title of Contractor Signatory Briana Coakley, Esq.	
1.13 State Agency Signature Frank Edelblut Date: 05/28/25		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: Elizabeth Brown, Attorney On: 05/28/25			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

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 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, Briana Coaklèy, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.
3. Briana Coakley 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.
4. Remove the insurance requirements under Section 14.1.1 of the P-37. Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels as set forth in the attached policy:

State Farm

EXHIBIT B

Scope of Services

Once selected, the ultimate number and type of case assignment (e.g. hearings or alternative dispute resolution) shall be at the sole discretion of the New Hampshire Department of Education (NHED) Governance Unit.

In the role of **Hearing Officer**, upon assignment of a case by the Governance Unit, the contractor shall:

1. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
2. Maintain accurate file management and timely invoicing system for all administrative hearings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
3. Maintain confidential computer and telephone communications. Utilize a state issued email account for administrative hearing purposes.
4. Maintain accurate electronic recording/record of all administrative pre-hearings and hearings.
5. Conduct pre-hearing conference with parties to hearing. Discuss in detail items in Pre-hearing Checklist at pre-hearing conference and memorialize in pre-hearing order as directed by the Governance Unit.
6. Explain subpoena process to parties. Issue subpoenas as necessary.
7. Ensure all administrative hearings are held within statutory deadlines unless Hearing Officer grants continuances for specific extensions of time. Any such extension must be documented immediately by the Hearing Officer who will indicate in writing who requested extension, when the extension was granted, the reason for the extension, and the new end date by which a decision will be rendered.
8. Make written findings of facts following the hearing; if parties submit written findings ensure the written findings are redacted by parties.
9. Make written rulings of law following the hearing; if parties submit written rulings of law, ensure the written rulings of law are redacted by parties.
10. Issue timely responses to all motions/continuance requests of the parties.
11. Issue a written Hearing Officer decision by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Hearing Officer.
12. Provide an electronic version in Microsoft Office Word, or as directed by the Governance Unit, of the Hearing Officer decision to the Governance Unit.
13. Format Hearing Officer Orders in accordance with the Hearing Officers' Guide to Administrative Process, or as otherwise directed by the Governance Unit.

14. Draft decisions, notify parties of rescheduled hearings and perform attendant secretarial duties such as rescheduling of hearings, bookkeeping, up-to-date billing, and accounting.
15. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
16. Attend training sessions as scheduled by the Governance Unit.
17. Provide consultation (court, Office of Special Education Programs (OSEP), Office of Civil Rights (OCR), New Hampshire Department of Education (NHED) and investigation services (Special Education Complaints) when requested by Governance Unit.
18. Governance Unit will provide and maintain a state-issued e-mail account, Westlaw subscription, Zoom license, Adobe license and printed New Hampshire Education law books.

In the role of **Alternative Dispute Resolution Officer** (e.g. Mediator or Neutral Officer), upon assignment of a case by the Governance Unit, the contractor shall:

19. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
20. Maintain accurate file management and timely invoicing system for all Alternative Dispute Resolution proceedings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
21. Maintain secure computer and telephone communications. Utilize a state issued email account for Alternative Dispute Resolution purposes.
22. Ensure all Alternative Dispute Resolution procedures are held within statutory deadlines unless Alternative Dispute Resolution Officer allows continuances for specific extensions of time. Any such extension must be documented immediately by the Alternative Dispute Resolution Officer.
23. Ensure timely responses to all inquiries of the parties.
24. Provide a written agreement and/or non-agreement by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Alternative Dispute Officer, to the Governance Unit.
25. If serving as Mediator, the Mediator notify the Hearing Officer and Governance Unit of the outcome of mediation sessions in a timely manner.
26. Draft written agreement and/or non-agreement, notify parties of rescheduled proceedings and attendant secretarial duties such as rescheduling of mediation/moderator session/neutral conferences, bookkeeping, up-to-date billing, and accounting.
27. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
28. Attend training sessions as scheduled by the Governance Unit.

EXHIBIT C

Method of Payment

The contracts represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle such request, and number of cases currently outstanding for each hearing officer.

In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor in accordance with the payment schedule provided below, commencing on the date of Governor and Council approval through June 30, 2027. This schedule was developed based on the median and average costs of all hearings and mediations held during a one-year time span.

Mediation/Neutral Conference		Date	
Upon acceptance of case - \$150*			
<ul style="list-style-type: none"> • Full Day (More than 3 hours) - \$300 (example 9-4) • Less than 3 hours - \$200 (example: 9-noon; noon - 3) • Second Day - \$175 			
Prior to Pre-Hearing		Date	
Upon acceptance of case - \$150*			
Determination on Motions - \$50 (Motion to Continue; Dispositive; Dismissal; Reconsideration; Discovery) <i>Total allowable for case: \$300</i>			
Sufficiency hearing - \$225			
Resolution process documentation - \$100			
Hearing		Date	
Pre-Hearing - \$200			
Hearing -			
<ul style="list-style-type: none"> • 1st Day - More than 3 hours \$325; Less than 3 hours - \$225 • 2nd Day - More than 3 hours \$325; Less than 3 hours - \$225 			
Post-Hearing		Date	
Prepare decision - \$305			
<ul style="list-style-type: none"> • Hearing Decision • Summary Judgment 			
Report and Recommendation - \$300 (State Board)			
State Board - Findings of Fact/Rulings of Law - \$150 (State Board)			
Miscellaneous	Date	Details (mileage, time, other information necessary)	Payment (Less \$150.00 upon acceptance)
Preparation of subpoenas (Total for case) \$50			
Mileage - \$0.70/mile**			Not Applicable
Travel time*** - \$30.00/hour, after first 2 hours***			
Training -			
<ul style="list-style-type: none"> • ½ day (four hours or less) - \$200.00 • Full day - \$350.00 			Not Applicable
Evaluation meeting \$50.00			

File Preparation (includes Indexes, Admin file, Pre-hearing checklists) – \$50 per case if at close of settlement; withdrawal; dismissal <u>or</u> \$100 per case after full hearing and decision rendered			
Actual postage up to \$20.00 per case (Mailing of orders, mailing file folder to NHED)			
Consultation (court, OSEP, OCR, NHED) \$60.00** Investigation - \$60 hour up to 10 hours, beyond 10 hours requires prior permission.			
OTHER - Describe			

Items not covered in this schedule - *From time to time there may be an unusual situation that arises where a hearing officer is required to perform a hearing-related task (or training in or out of state for compliance with federal statutes) for which no monetary reimbursement has been contemplated. In those situations, the department will consider reimbursement based on either the per diem rate, as set out for training, a flat fee rate analogous to one of the above rates or no payment as it determines is warranted by the situation.*

**If travel involved or an unusual situation arises, this money will be applied to the amount before any additional payment is authorized. This amount includes weekly update of cases.*

***Only with prior approval from the Governance Unit. Mileage is if, and only if, a proceeding is held outside of Concord. Department will not pay mileage from home office to Concord (see contract Exhibit C for details).*

****See explanation for upon acceptance of case – the \$30.00/hour, after the first two hours will NOT apply to first 2 hours of travel time – i.e. payment for 3 hours round trip will be \$30 not \$90.*

Limitation on Price: This contract will not exceed \$210,000.

Source of Funding: Funds to support this request are anticipated to be available in the following accounts in FY 2026 and FY 2027, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

Method of Payment:

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

Stephen W. F. Berwick
Stephen.W.Berwick@doe.nh.gov

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 *BC*
Date 05/07/2025

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 BC
Date 05/07/2025

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 BC
Date 05/07/2025

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 BC
Date 05/07/2025



A-92EB A

COAKLEY, BRIANA

[REDACTED]
[REDACTED]

Policy Number: [REDACTED]
Policy Period: December 18, 2024 to June 18, 2025

Vehicle:
2021 MERCEDES GLC300

Principal Driver:

AUTO RENEWAL

PREMIUM PAID: \$ [REDACTED]
DO NOT PAY.
Your premium is billed through the State Farm Payment Plan
State Farm Payment Plan Number: 1297948128

Your State Farm Agent
AILEEN DUGAN
Office: 603-433-3114
Address: 93 MIDDLE ST
PORTSMOUTH, NH 03801-4382

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: [REDACTED]
Prepared October 21, 2024
1004583

Page number 1 of 6

143582 202 01-15-2018



Drive Safe & Save™ puts you in the driver's seat of your discount.

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll Text **SAVEMORE** to **42407**; contact your agent, AILEEN DUGAN, at 603-433-3114; or scan this QR code.



Discounts may exceed 30% and vary state-to-state (NY capped at 30%). Not available in CA, MA, RI. A discount may not be available in NC depending on individual facts and circumstances. Setup required.

Briana M. Coakley



Email: Brianacoakley@coakleylawnh.com

EDUCATION:

Juris Doctor 5/00
Massachusetts School of Law, Andover, Massachusetts
Admitted to practice law in New Hampshire and Massachusetts

Bachelor of Arts/Political Science Major 6/97
University of New Hampshire, Durham, New Hampshire

LEGAL EXPERIENCE:

Partner 3/22-present
Coakley Law, PLLC

I am the managing member and attorney in a boutique law firm in Portsmouth, New Hampshire offering selective legal services in the area of family law, education law, employment law and nonprofit organizations. My focus is alternative dispute resolution. I am routinely hired as a private mediator in family law matters and educational matters. I represent parties in family law matters of all types. I represent for profit and nonprofit organizations in the areas of employment law, contract negotiations and business law, as well as provide administrative law guidance. I have been recruited to teach continuing education classes in the areas my practice is focused. Licensed in New Hampshire and Massachusetts.

Hearing Officer/Mediator 7/17-present
New Hampshire Department of Education

I am a contract employee for the New Hampshire Department of Education to oversee and conduct hearings and Alternative Dispute sessions as required by Federal and State statute and administrative law and procedures. I issue written orders and decisions as part of the process in addition to mediating disputes that are brought before the New Hampshire Department of Education. Throughout my duties I maintain compliance with security and confidentiality requirements in telephone and virtual communications as required by Federal and State law.

Partner 3/07-03/22
Coakley & Hyde PLLC, Portsmouth, NH

Partner in a law firm that handled all aspects of civil litigation. I represented parties in family law matters, special education matters, for profit and nonprofit organizations in the areas of employment law, contract negotiations and business law, as well as provide administrative law guidance. I, along with my law partner, managed and maintained every aspect of owning and operating a very successful law practice.

Attorney 3/02-3/07
Shaines & McEachern, P.A., Portsmouth, NH

Employed as a trial attorney for medium sized law firm that handles all aspects of civil law with special emphasis in litigation. Responsible for overseeing all aspects of civil litigation passed on to me by the Senior partner. Areas of practice include representing non-profit organizations, business law, employment

law, contracts, tax law, workers' compensation – plaintiff, personal injury, wills and trusts, probate, family law, municipal law, tenant (commercial and residential), administrative law and ERISA litigation.

PROFESSIONAL EXPERIENCE:

**Professor of Graduate Studies
Northeastern University**

05/11-present

I am employed by Northeastern University as a faculty lecturer for the College of Professional Studies in Non-Profit Management and Human Resource Management, for the required courses of Legal Governance Issues in Non-Profit Organizations and Human Resources Management for profit and in Non-Profit Organizations. I am responsible for creating the course schedule, content and presentation of material through a number of sources, i.e. live lecture, Blackboard, Canvas and video to provide students with knowledge and understanding of course material based on my experience and training in the industry.

**Professor of Business
Bay Path College**

11/10-3/11

Employed by Bay Path College as a professor in the business department to teach Business Policy I and Business Policy II. These two capstone courses require that the students apply business knowledge and skill through class discussions, including online discussions, and through Capstone's simulated competition.

**Professor of Law
Massachusetts School of Law, Andover, MA**

1/08-2018

I am employed by the Massachusetts School of Law as an adjunct professor to teach law students the specialized area of New Hampshire practice. This class introduces law students interested in practicing law in New Hampshire to the procedural differences of practice in New Hampshire. I am responsible for creating a class schedule, presenting the material, and examining the students' knowledge and understanding of the course material.

COMMUNITY AND PROFESSIONAL AFFILIATIONS:

New Hampshire Bar Association (2002-Present)
Collaborative Law Alliance of New Hampshire, Member (2010-present)
New Hampshire Family Mediation Certification Board, Member (2022-present)
New Hampshire Conflict Resolution Association, Board Member (2016-2019)
Children's Museum of New Hampshire, Board Member (2013-2016)
Children's Museum of New Hampshire Legal Governance Committee and Chair (2015-2016)
American Inns of Court (2002-2013)
Rotary Club of Portsmouth, New Hampshire (2001-2008)
National Alliance for the Mentally Ill, Volunteer (2000)
Sexual Assault Support Services, Crisis Advocate (1993-1994)
MSL, Student Bar Association, President (1999-2000)
MSL, Student Bar Association, Director (1998-1999)
MSL, Student Bar Association, Representative (1997-1998)
American Trial Lawyers Association (1998-2000)
ATLA, Student Attorney, Regional Trial Competitions (2nd Place 1999 & 2000)
UNH, Memorial Union Board of Governors (1993-1996)

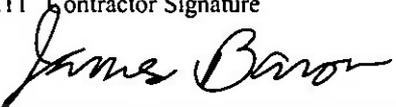
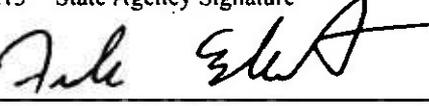
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 James M. Baron, Esq., M.Ed.		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$210,000
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: 5/8/25		1.12 Name and Title of Contractor Signatory James M. Baron, Esq., M.Ed	
1.13 State Agency Signature  Date: 05/28/25		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: Elizabeth Brown, Attorney On: 05/28/25			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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.

OO

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 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, James Baron, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.
3. James Baron represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, 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. Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels as set forth in the attached policy:

Mapfre

EXHIBIT B

Scope of Services

Once selected, the ultimate number and type of case assignment (e.g. hearings or alternative dispute resolution) shall be at the sole discretion of the New Hampshire Department of Education (NHED) Governance Unit.

In the role of **Hearing Officer**, upon assignment of a case by the Governance Unit, the contractor shall:

1. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
2. Maintain accurate file management and timely invoicing system for all administrative hearings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
3. Maintain confidential computer and telephone communications. Utilize a state issued email account for administrative hearing purposes.
4. Maintain accurate electronic recording/record of all administrative pre-hearings and hearings.
5. Conduct pre-hearing conference with parties to hearing. Discuss in detail items in Pre-hearing Checklist at pre-hearing conference and memorialize in pre-hearing order as directed by the Governance Unit.
6. Explain subpoena process to parties. Issue subpoenas as necessary.
7. Ensure all administrative hearings are held within statutory deadlines unless Hearing Officer grants continuances for specific extensions of time. Any such extension must be documented immediately by the Hearing Officer who will indicate in writing who requested extension, when the extension was granted, the reason for the extension, and the new end date by which a decision will be rendered.
8. Make written findings of facts following the hearing; if parties submit written findings ensure the written findings are redacted by parties.
9. Make written rulings of law following the hearing; if parties submit written rulings of law, ensure the written rulings of law are redacted by parties.
10. Issue timely responses to all motions/continuance requests of the parties.
11. Issue a written Hearing Officer decision by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Hearing Officer.
12. Provide an electronic version in Microsoft Office Word, or as directed by the Governance Unit, of the Hearing Officer decision to the Governance Unit.
13. Format Hearing Officer Orders in accordance with the Hearing Officers' Guide to Administrative Process, or as otherwise directed by the Governance Unit.

14. Draft decisions, notify parties of rescheduled hearings and perform attendant secretarial duties such as rescheduling of hearings, bookkeeping, up-to-date billing, and accounting.
15. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
16. Attend training sessions as scheduled by the Governance Unit.
17. Provide consultation (court, Office of Special Education Programs (OSEP), Office of Civil Rights (OCR), New Hampshire Department of Education (NHED) and investigation services (Special Education Complaints) when requested by Governance Unit.
18. Governance Unit will provide and maintain a state-issued e-mail account, Westlaw subscription, Zoom license, Adobe license and printed New Hampshire Education law books.

In the role of **Alternative Dispute Resolution Officer** (e.g. Mediator or Neutral Officer), upon assignment of a case by the Governance Unit, the contractor shall:

19. Conduct proceedings as mandated by statute and set forth in the Hearing Officers' Guide to Administrative Process.
20. Maintain accurate file management and timely invoicing system for all Alternative Dispute Resolution proceedings as directed by the Governance Unit and detailed in Hearing Officers' Guide to Administrative Process.
21. Maintain secure computer and telephone communications. Utilize a state issued email account for Alternative Dispute Resolution purposes.
22. Ensure all Alternative Dispute Resolution procedures are held within statutory deadlines unless Alternative Dispute Resolution Officer allows continuances for specific extensions of time. Any such extension must be documented immediately by the Alternative Dispute Resolution Officer.
23. Ensure timely responses to all inquiries of the parties.
24. Provide a written agreement and/or non-agreement by end date listed on initial scheduling notice, or, in the case of a continuance granted, by the new end date established by parties and Alternative Dispute Officer, to the Governance Unit.
25. If serving as Mediator, the Mediator notify the Hearing Officer and Governance Unit of the outcome of mediation sessions in a timely manner.
26. Draft written agreement and/or non-agreement, notify parties of rescheduled proceedings and attendant secretarial duties such as rescheduling of mediation/moderator session/neutral conferences, bookkeeping, up-to-date billing, and accounting.
27. Provide updates on cases to the Governance Unit by no later than noon on Monday for the prior week.
28. Attend training sessions as scheduled by the Governance Unit.

EXHIBIT C

Method of Payment

The contracts represent an unspecified dollar amount per hearing officer. This allows the Department the opportunity to distribute in-coming requests for alternative dispute resolution and hearings and balance the workload among the hearing officers, basing the distribution on such factors as type of request, experience needed to handle such request, and number of cases currently outstanding for each hearing officer.

In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor in accordance with the payment schedule provided below, commencing on the date of Governor and Council approval through June 30, 2027. This schedule was developed based on the median and average costs of all hearings and mediations held during a one-year time span.

Mediation/Neutral Conference		Date	
Upon acceptance of case - \$150*			
<ul style="list-style-type: none"> • Full Day (More than 3 hours) - \$300 (example 9-4) • Less than 3 hours - \$200 (example: 9-noon; noon - 3) • Second Day - \$175 			
Prior to Pre-Hearing		Date	
Upon acceptance of case - \$150*			
Determination on Motions - \$50 (Motion to Continue; Dispositive; Dismissal; Reconsideration; Discovery) <i>Total allowable for case: \$300</i>			
Sufficiency hearing - \$225			
Resolution process documentation - \$100			
Hearing		Date	
Pre-Hearing - \$200			
Hearing -			
<ul style="list-style-type: none"> • 1st Day – More than 3 hours \$325; Less than 3 hours - \$225 • 2nd Day - More than 3 hours \$325; Less than 3 hours - \$225 			
Post-Hearing		Date	
Prepare decision - \$305			
<ul style="list-style-type: none"> • Hearing Decision • Summary Judgment 			
Report and Recommendation - \$300 (State Board)			
State Board – Findings of Fact/Rulings of Law - \$150 (State Board)			
Miscellaneous	Date	Details (mileage, time, other information necessary)	Payment (Less \$150.00 upon acceptance)
Preparation of subpoenas (Total for case) \$50			
Mileage - \$0.70/mile**			Not Applicable
Travel time*** - \$30.00/hour, after first 2 hours***			
Training -			
<ul style="list-style-type: none"> • ½ day (four hours or less) - \$200.00 • Full day - \$350.00 			Not Applicable
Evaluation meeting \$50.00			

File Preparation (includes Indexes, Admin file, Pre-hearing checklists) – \$50 per case if at close of settlement; withdrawal; dismissal <u>or</u> \$100 per case after full hearing and decision rendered			
Actual postage up to \$20.00 per case (Mailing of orders, mailing file folder to NHED)			
Consultation (court, OSEP, OCR, NHED) \$60.00** Investigation - \$60 hour up to 10 hours, beyond 10 hours requires prior permission.			
OTHER – Describe			

Items not covered in this schedule – *From time to time there may be an unusual situation that arises where a hearing officer is required to perform a hearing-related task (or training in or out of state for compliance with federal statutes) for which no monetary reimbursement has been contemplated. In those situations, the department will consider reimbursement based on either the per diem rate, as set out for training, a flat fee rate analogous to one of the above rates or no payment as it determines is warranted by the situation.*

**If travel involved or an unusual situation arises, this money will be applied to the amount before any additional payment is authorized. This amount includes weekly update of cases.*

***Only with prior approval from the Governance Unit. Mileage is if, and only if, a proceeding is held outside of Concord. Department will not pay mileage from home office to Concord (see contract Exhibit C for details).*

****See explanation for upon acceptance of case – the \$30.00/hour, after the first two hours will NOT apply to first 2 hours of travel time – i.e. payment for 3 hours round trip will be \$30 not \$90.*

Limitation on Price: This contract will not exceed \$210,000.

Source of Funding: Funds to support this request are anticipated to be available in the following accounts in FY 2026 and FY 2027, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified:

06-56-56-560510-20220000 Governance

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000

06-56-56-560510-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$5,000
2027	046-500464	Consultants	\$5,000
Subtotal			\$10,000

06-56-56-560510-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Total Amount
2026	046-500464	Consultants	\$50,000
2027	046-500464	Consultants	\$50,000
Subtotal			\$100,000
Total			\$210,000

Method of Payment:

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

Stephen W. F. Berwick
Stephen.W.Berwick@doe.nh.gov

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 JB
Date 5/8/25

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 JB
Date 5/8/25

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 JB
Date 5/8/25

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 JB
Date 5/8/25

Underwritten by: The Commerce Insurance Company

James Michael Baron

[REDACTED]
[REDACTED]
[REDACTED]


Policy Number: [REDACTED]
Policy Type: Personal Automobile Policy
Policy Start: 04/08/2025
Policy End: 04/08/2026 (12:01am EST)

To make policy changes, please contact your agent:
WIC Insurance, Inc. | 100365
 230 Second Ave., Ste. 105, Waltham, MA 02451
 781-890-0999

COVERAGE SELECTIONS PAGE | RENEWAL

Transaction effective date: 04/08/2025

Additional / Return Premium:

SUMMARY OF CHANGES	Q024399900
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VEHICLE INFORMATION					
Veh. No.	Year	Make and Model	VIN	Annual Mileage	Lienholder/Lease Company
1	2020	CHRY PACIFI	[REDACTED]	1,709	
2	2023	TESL MODEL Y	[REDACTED]	11,964	

OPERATOR AND HOUSEHOLD MEMBER INFORMATION												
Op. No.	Operator Name	Date of Birth	License Number	Lic. State	Merit Rating	Senior Discount	Date First Licensed		Driver T-Training S-Smart B-Both	Excluded Operator Veh #	Def. Op. Y/N	TNC Op. Y/N
							Auto	Motorcycle				
1	James Baron	[REDACTED]	[REDACTED]	MA	99		[REDACTED]				N	N
2	[REDACTED]	[REDACTED]	[REDACTED]	MA	99		[REDACTED]				N	N

ADDITIONAL VEHICLE INFORMATION CONTINUED				
Veh. No.	Principal Place of Garaging	Custom Equipment	Motorcycle CC's	Motorcycle Value
1	[REDACTED]			
2	[REDACTED]			

JAMES M. BARON, ESQ., M.ED.

BAR ADMISSIONS

- Massachusetts, New Hampshire and Florida state courts.
- U.S. District Court for the Districts of Massachusetts and New Hampshire.

EDUCATION

SUFFOLK UNIVERSITY LAW SCHOOL, Boston, MA

J.D., *cum laude*, May 2007

Class Rank: Top 25%
Cumulative GPA: 3.25
Honors: Note Editor, Suffolk University Law Review, 2006-2007
Staff Member, Suffolk University Law Review, 2005-2006
Dean's List, 2004 - 2005, 2005 - 2006, 2006 - 2007
Publications: *When Good Intentions Go Bad: The MCAS Graduation Requirement and Special Education Children*, 40 Suffolk U. L. Rev. 123 (2006)

EMMANUEL COLLEGE, Boston, MA

M. Ed., May 1990

Cumulative GPA: 4.0
Certification: Massachusetts Teacher Certification (#290927)

BRANDEIS UNIVERSITY, Waltham, MA

B.A. in Economics, *cum laude*, May 1985

Cumulative GPA: 3.29
Honors: Honors in Economics
Senior Honors Thesis: "Is the Boston Stock Exchange an Efficient Market?"
Activities: Business reporter for Brandeis radio station (WBRS)

EXPERIENCE

ATTORNEY

LAW OFFICE OF JAMES M. BARON, Waltham, MA *Nov. 2007 - Present*

- Established solo law practice immediately after being sworn in to Massachusetts bar.
- Concentration in Special Education law.
- Currently serve as Hearing Officer and Mediator for the New Hampshire Department of Education.
- Currently serve as Hearing Officer for the Massachusetts Gaming Commission.

PRE-SALES SYSTEMS ENGINEER

IRON MOUNTAIN, Southborough, MA *Dec. 1999 - Nov. 2007*
COMPUWARE CORPORATION, Cambridge, MA *Jul. 1996 - Dec. 1999*

PROGRAMMING / SYSTEMS ANALYSIS

JOHN HANCOCK LIFE INSURANCE CO., Boston, MA *Jan. 1986 - Jul. 1996*

TRAINING

JOHN HANCOCK LIFE INSURANCE CO., Boston, MA *Mar. 1990 - Jan. 1992*

JAMES M. BARON, ESQ., M.ED.

SPEAKING ENGAGEMENTS

- "The Ins and Outs of Ethics: Staying in Business While Staying Out of Trouble," COPAA National Conference (2022, 2023).
- "Using Technology to Handle Student Records and Gain the Edge, from Intake through Hearing," COPAA National Conference (2017, 2019).
- "Working with Children with Special Needs" for Massachusetts MCLE. Co-developed, chaired, and presented this class, and also co-authored the class book (2015).
- "Running Your Own Special Education Law Practice," COPAA National Conference (2014, 2015, 2022).
- "Bar Associations and Mentoring Programs," Practicing with Professionalism CLE (now required of all new attorneys by Massachusetts Supreme Judicial Court) (2014 – 2018).
- "Special Education Law" for the Mass Law radio program on 91.3 FM, WCUW (2013).
- "Special Education Law: Children with Autism Spectrum Disorder," at the Federation for Children with Special Needs Visions of Community Conference (2011).
- "Asperger Syndrome and Special Education Law," for the Asperger's Association of New England Annual Conference (2010).
- "Special Needs Estate Planning" for the Money Matters Radio Network (2010).
- "504's, IEP's and Brachial Plexus Injury" for the National Brachial Plexus Conference (2009).

BAR ASSOCIATIONS AND COMMUNITY INVOLVEMENT

STARTING OUT SOLO (SOS), Waltham, MA

- Statewide bar association for solo attorneys with no prior supervised law practice experience
- Co-founder and Board Member (2008 – 2019)
- President (2012 – 2015)
- Vice President (2008 – 2012, 2017 – 2019)

MASSACHUSETTS ATTORNEYS FOR STUDENT EDUCATION RIGHTS (MASERS)

- Statewide bar association for parent-side education attorneys
- Founder and Listserv Administrator (2014 - Present)

COUNCIL OF PARENT ATTORNEYS AND ADVOCATES (COPAA)

- Member (2008 – Present)

GREATER WALTHAM ARC, Waltham, MA

- Board of Directors (2010 – 2017)
- Human Rights Committee (2010 – 2017)
- Corporate Member (2009)

WALTHAM COMMUNITY FOUNDATION, Waltham, MA

- President (2005 – 2009)
- Board of Directors (2003 – Present)