

Caitlin D. Davis
Commissioner



Richard K. Sala
Deputy Commissioner

STATE OF NEW HAMPSHIRE
Department of Education
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

June 24, 2026

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, Bureau of Special Educator Support to enter into a contract with Sligo Law Group PLLC (VC #568831) Washington, DC to provide legal counsel and subject matter expertise relating to special education laws and administrative rules in the amount of \$135,000 effective upon Governor and Council approval through September 30, 2027. **100% Federal Funds**

Funds are available in FY27 and are anticipated to be available in FY28, in the following account upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

06-56-56-562010-25040000 IDEA – Special Ed – Elem/Sec

Fiscal Year	Class / Account	Class Title	Amount
2027	102-500731	Contracts for Program Services	\$115,000
2028	102-500731	Contracts for Program Services	\$20,000
Total			\$135,000

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EXPLANATION

The Department requests approval for a contract for specialized legal consulting services to support the revision of the State's special education administrative rules, Ed 1100. The State Board of Education must revise and readopt the Ed 1100 rules before they expire in 2027. The State Board of Education's special education administrative rules operationalize the federal Individuals with Disabilities Education Act (IDEA) and New Hampshire's state laws regarding special education services at the State and local level. The administrative rules govern, among other things, the Department of Education's approval of special education programs and providers, rate setting, the determination of reimbursement under State special education aid, payment for court-ordered placements and episodes of treatment, special education dispute resolution, and the State's monitoring and oversight of local education agencies' provision of services to students with disabilities. Because these rules directly affect the rights of children with disabilities and their parents, and the effective and cost-efficient delivery of services to this vulnerable population statewide, their revision must be undertaken with the utmost care and competency.

The State Board of Education, which holds the rulemaking authority for education related administrative rules under RSA 541-A, has no budget or staff dedicated to support of the State Board of Education. The Department does not possess the internal subject-matter expertise required to revise the special education rules. The Department is served by a single in-house attorney who also serves as the Department's DOJ client counselor and who does not have a background in special education law. The State Board is currently represented for legal matters by the Department of Justice, which does not currently have staff with specialized expertise in special education law. Prior to issuing the RFP, the NHED consulted with the Department of Justice regarding need for specialized assistance.

Contracting for this expertise is necessary to complete the rulemaking accurately to avoid the expiration of the administrative rules. Revisions to the Ed 1100 rules require command of both the federal IDEA framework and its implementing regulations, and New Hampshire's specific special education programs, funding mechanisms, and administrative structure.

The need for a comprehensive revision of the state's special education rules is also highlighted by the recent and ongoing audit activity of the Department's special education dispute resolution process and special education program. In March 2024, the Office of Legislative Budget Assistant (LBA) issued a performance audit, Special Education Dispute Resolution Processes, which identified deficiencies in the Department's special education administrative rules. The LBA made several findings regarding the department's special

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education rules and recommended changes that needed to be made to the rules. The LBA recommended a comprehensive analysis of the special education administrative rules. In addition, the Department anticipates receiving the findings of a second, currently ongoing LBA audit of the State's special education program. The department is hopeful that the second audit will be released early enough to permit the department and the contractor to review the findings and possibly incorporate any recommendations in the revised rules. Without qualified legal support, the State Board will be limited in its ability to effectively revise the administrative rules to address any findings by the LBA auditors.

A Request for Proposals (RFP) was originally posted on the Department of Education and Department of Administrative Services websites on January 6, 2026. The Department received two (2) proposals from the issuance of the Request for Proposals "Legal Consulting Services – Bureau of Special Education Support." (Attachment A) A review committee consisting of three employees, two from the Department and one from the Department of Justice, reviewed and scored the proposal. Sligo Law Group PLLC's was the highest-scoring proposer. Sligo Law Group is a boutique federal education law firm founded by former attorneys of the U.S. Department of Education's Office of General Counsel, including attorneys who served in senior legal and leadership roles. The department believes the firm's counsel who have direct experience with the federal agency that administers IDEA will provide the Department with the support and special education law expertise to aid in preparing initial proposals of the administrative rules for the state board of education. The department respectfully requests that the Governor and Executive Council approve this contract so that the Department has the tools and resources required to assist the State Board of Education in timely and accurately revising the Ed 1100 rules that are vital to protect the rights and educational opportunities of New Hampshire's children with disabilities, and ensure that special education services are delivered in the most cost-efficient manner possible while serving the needs of children statewide.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Caitlin D. Davis". The signature is fluid and cursive, with the first name "Caitlin" being more prominent than the last name "Davis".

Caitlin D. Davis
Commissioner of Education

Attachment A

Scoring Review of Legal Consulting Services Bureau of Special Education Support Proposal

Proposed Price		\$325.00/hour	\$312.10/hour
Criteria for Evaluation and Scoring	Potential Points	The Bruman Group	The Sligo Law Group, PLLC
Completeness of Proposal	10	10	10
Minimum Requirements	15	15	15
Scope of Work	10	9	10
Content Knowledge Federal	15	13	15
Content Knowledge State	10	6	8
Work Plan	15	10	14
Cost Proposal	25	24	25
Total	100	87	97

Reviewers	Title
Christina Dotson	NHED Education Consultant II
Christen Lavers	NH DOJ Sr. Assistant Attorney General
Richard Sala	NHED Deputy Commissioner

Review Process

Technical proposal scoring reviews occurred from April 1, 2026, through April 24, 2026. RFPs were reviewed and scored individually by reviewers. Cost proposal scoring was based on the following formula “Proposer’s Price Score = (Lowest Proposed Price / Proposer’s Proposed Price) x Number of Points for Score”. The final score for each vendor was awarded based on an average of individual reviewer scores and cost proposal scores.

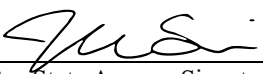
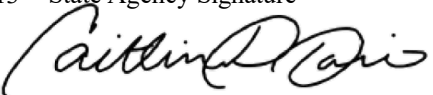
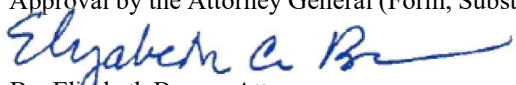
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Sligo Law Group, PLLC		1.4 Contractor Address 1717 K Street NW, Suite 900 Washington, DC 20006	
1.5 Contractor Phone Number (202)266-5607	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date September 30, 2027	1.8 Price Limitation \$135,000.00
1.9 Contracting Officer for State Agency Rebecca Fredette		1.10 State Agency Telephone Number 603-573-8795	
1.11 Contractor Signature  Date: 7/15/26		1.12 Name and Title of Contractor Signatory Jocelyn (Josie) Skinner, Partner	
1.13 State Agency Signature  Date: 7/30/26		1.14 Name and Title of State Agency Signatory Caitlin D. Davis, 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: 7/30/26			
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).

EXHIBIT B
SCOPE OF SERVICES

Contractor shall provide legal counsel and subject matter expertise relating to special education laws and administrative rules in connection with the following matters:

1. Project Initiation and Planning

- a. Contractor shall develop and deliver a DRAFT written Project Plan within 15 days of effective date of this Agreement.
- b. The Project Plan shall define discrete work phases, measurable objectives, assigned responsibilities, decision-making authority, escalation procedures, and a binding project timeline with milestone dates.
- c. Prior to the finalization of the Project Plan, Contractor shall convene and participate in one or more working meetings with designated NHED personnel for the purpose of collaboratively finalizing the Project Plan.
- d. The final Project Plan shall be approved in writing by the Department prior to commencement of substantive work.

2. Reviewing and drafting updates to Administrative Rules for Special Education

- a. Complete a comprehensive review of all Ed 1100 rules.
- b. Draft revised administrative rule language in collaboration with the department.
- c. Contractor shall deliver fully redlined and annotated draft revised rule language identifying each provision reviewed, each proposed change, and the legal and policy analysis supporting each change to the existing administrative rules.
- d. Ensure all special education rules are consistent with applicable federal law, including the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, and all applicable New Hampshire statutes.
- e. Contractor shall identify any provision within the existing administrative rules that conflicts, contradicts, or is inconsistent with state or federal law, existing administrative rules, or agency procedures. For each identified conflict or ambiguity, the contractor shall provide written recommendations for resolution including suggested alternative language or other corrective measures identified shall be flagged with written recommendations for resolution.
- f. Ensure administrative rules align with current practices within the Department. To ensure alignment, Contractor shall deliver a report documenting that proposed rule revisions reflect and are consistent with NHED current practices and standard operating procedures. Discrepancies between proposed rule language and current practice will be identified and presented to NHED for resolution.
- g. Contractor shall deliver a written analysis of all audit findings resulting from the New Hampshire Legislative Budget Office's performance audit that refer or relate to the administrative rules.
 - i. Contractor shall review the findings with NHED.
 - ii. Contractor shall incorporate analysis of audit findings and provide a crosswalk to demonstrate how each relevant audit finding has been addressed in the administrative rules or provide legal analysis rebutting the audit finding.
- h. Contractor shall deliver a written analysis of all open items contained in the department's federal Differentiated Monitoring and Support (DMS) reports.
 - i. Identify areas requiring revisions to administrative rules or agency processes and procedures.

- ii. Contractor shall provide a crosswalk demonstrating how each relevant monitoring finding has been addressed in the rules, if necessary.

3. Stakeholder, Public Comment Period and Support

- a. Provide guidance and support to the Department through the public engagement and comment period for rulemaking.
 - i. Be available to present in person, when necessary, with any initial proposal or rule draft to the State Board of Education.
 - ii. Provide any necessary materials necessary for public engagement and comment periods.
 - iii. Organize, analyze and reply to comments in a systematic manner in collaboration with the Department.
 - iv. Contractor shall collaborate with NHED staff to organize, categorize, and analyze public comments and assist with compliance with New Hampshire law regarding documentation of responses to public input. Ensure documentation of all decision making within the rulemaking process.

4. Office of Legislative Services (OLS) and Joint Legislative Committee on Administrative Rules (JLCAR) Support

- a. Assist the department in analysis and responding to any comments to rules received by the OLS and preparation of revisions to address substantive comments received from OLS.
- b. Assist the Department in preparing and presentation of the rules to JLCAR.
 - i. In-person representation at JLCAR meetings as needed.
 - ii. Ensure all requirements are met for submission to JLCAR.
 - iii. Provide statutory authority for all changes.
 - iv. Support the Department in addressing questions, concerns and technical corrections.

EXHIBIT C
CONTRACT PRICE AND TERMS OF PAYMENT

Fees and Hourly Rates

Sligo Law Group, PLLC fees will be calculated based on actual time devoted to matters arising under this Agreement, billed in tenth-of-an-hour increments at the following hourly rates:

Managing Attorney	\$370.19
Lead Attorney	\$355.96
Project Attorney	\$205.03
Legal Assistant	\$92.55
Research Specialist	\$143.96
Economist	\$205.67

Travel

Reimbursement for travel expenses for up to 10 in-person meetings to attend State Board of Education and JLCAR meetings not to exceed a total of \$15,000.

Price Limitation

Costs of services under this agreement shall not exceed \$135,000.00 for the contract period without issuance of an amendment to this Agreement and approval of the New Hampshire Governor and Executive Council.

Funds are available in FY27 and are anticipated to be available in FY28, in the following account upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

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Total			\$135,000

Method of Payment

Contractor shall submit monthly invoices no later than the 10th day of the following month. Each invoice shall include a detailed billing statement setting forth, for each timekeeper, the date of service, and a description of the services provided, based on the applicable hourly rates as set forth above. Requests for reimbursement of travel shall include receipts or documentation of U.S. Government Services Administration (GSA) rates as applicable. If otherwise correct and acceptable, the Department shall remit payment for 100% of the expenditure fees set forth in the invoice. A final invoice is due within 30 days of the end of this Agreement.

Invoices shall be submitted electronically to Rebecca Fredette, Bureau Administrator, at Rebecca.A.Fredette@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.

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.

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.

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.

Certificate of Authority

I, Jill Siegelbaum, hereby certify that I am a duly appointed representative of Sligo Law Group, PLLC. I hereby certify that Jocelyn (Josie) Skinner, Partner, is authorized to execute contracts on behalf of Sligo Law Group, PLLC, and may bind the organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 15, 2026

Attest:

A handwritten signature in cursive script, appearing to read "Jill Siegelbaum", written over a horizontal line.

Jill Siegelbaum, Partner
Sligo Law Group, PLLC

State of New Hampshire

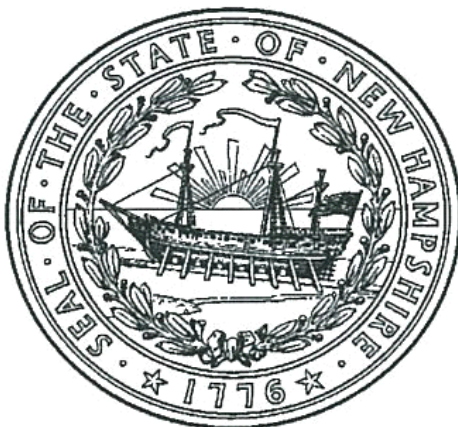
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SLIGO LAW GROUP, PLLC is a District Of Columbia Professional Limited Liability Company registered to transact business in New Hampshire on June 16, 2026. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **1031599**

Certificate Number : **0007950878**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **16th** day of **June** A.D. **2026**.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALPS Insurance Agency 111 N. Higgins STE 600 Missoula, MT 59802	CONTACT NAME: Nikki Marlowe PHONE (A/C, No. Ext): (406)728-3113 E-MAIL ADDRESS: nmarlowe@alpsinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Fidelity & Guaranty Insurance Company INSURER B: Farmington Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35386 41483
INSURED Sligo Law Group PLLC 1717 K St NW Ste 900 Washington, DC 20006-5349		

COVERAGES

CERTIFICATE NUMBER: 00071043-260721101342

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BIPD2812968	07/16/2026	07/16/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UBD2880965	07/20/2026	07/20/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Loc1, Bldg1: 5020 MANGUM RD, COLLEGE PARK MD 20740

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION: NEW HAMPSHIRE DEPARTMENT OF EDUCATION

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department Of Education 25 Hall St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kurt Whitmire</i> (NJM)
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