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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

April 11, 2020

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Student Wellness, Office of Social & Emotional Wellness to enter into a **sole source** contract with Peter Gray, Ph.D., Millis, MA (Vendor Code 317398) in an amount not to exceed \$30,000.00 to create plans for three research studies that could be conducted in New Hampshire schools. Each plan would include a statement of questions to be addressed by the research; a review of research already conducted that bears on those questions, and an outline of the methodology that could be employed in the New Hampshire research effective upon Governor and Council approval through September 29, 2020. 100% Federal Funds.

Funds are available in the account titled School Climate Transformation for Fiscal Years 2020 and 2021 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

06-56-56-562010-23700000-102-500731	<u>FY'20</u>	<u>FY'21</u>
Contracts for Program Services	\$20,000.00	\$10,000.00

**EXPLANATION**

This **sole source** contract request is due to the unique work Dr. Gray has done with school systems in Montauk, Long Island in New York and its connection to New Hampshire's play based kindergarten standards. Prior to entering into this contract, the department spoke with research faculty from the University of New Hampshire, Keene State College and Harvard University to identify potential research candidates who might respond to a bid for this work. These inquiry results indicated that there would be a very limited number of researchers, if any, able to meet the research objectives around student wellness, playfulness and school climate and pointed to the work of Dr. Peter Gray from Boston College.

His Excellency, Governor Christopher T. Sununu

and the Honorable Executive Council

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This contract will provide the NH Department of Education with plans for three research studies that could be conducted in New Hampshire schools. Each plan would include a statement of questions to be addressed by the research; a review of research already conducted that bears on those questions, and an outline of the methodology that could be employed in the New Hampshire research. Plan #1 will outline an intervention study aimed at increasing playfulness, friendships, and self-efficacy among elementary students. Plan #2 will describe a questionnaire and focus-group study of secondary students' views of sources of school-induced stress and how schooling could be improved. Plan #3 will outline a study of homeschooling families aimed at learning why they have chosen homeschooling over public schooling.

Dr. Peter Gray, Ph.D. will be evaluated by the Department through the monitoring of the services provided. In addition, they will submit reports to the Department on the progress in meeting the objectives of the contract.

In the event Federal Funds become unavailable, General Funds will not be requested to support this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank Edelblut', written over a horizontal line.

Frank Edelblut  
Commissioner of Education

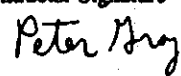
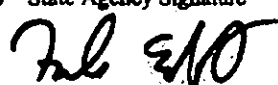
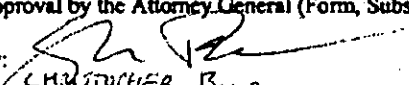
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH State Department of Education Bureau of Student Wellness		<b>1.2 State Agency Address</b> 101 Pleasant Street Concord, New Hampshire 03301	
<b>1.3 Contractor Name</b> Peter Gray, Ph.D.		<b>1.4 Contractor Address</b> 17 Dean Street Millis, MA 02054	
<b>1.5 Contractor Phone</b> (508) 740-7968	<b>1.6 Account Number</b> See Exhibit C	<b>1.7 Completion Date</b> September 29, 2020	<b>1.8 Price Limitation</b> \$30,000.00
<b>1.9 Contracting Officers for State Agency</b> Michelle Myler, Administrator, Bureau of Student Wellness		<b>1.10 State Agency Telephone Number</b> 603-271-4018	
<b>1.11 Contractor Signature</b>  Date: 05/04/2020		<b>1.12 Name and Title of Contractor Signatory</b> Peter Gray, Ph.D.	
<b>1.13 State Agency Signature</b>  Date: 5-6-20		<b>1.14 Name and Title of State Agency Signatory</b> Frank Edelblut, Commissioner of Education	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: 5/13/20			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

**Special Provisions**

Additional exhibits D-G.

1. A Certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).
2. A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A, Special Provisions of the Form P-37, that he or she is a sole proprietor of the business.
  - a. I, Dr. Peter Gray, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.
3. The Department will waive paragraph 14 insurance, the nature of the contract is to design plans for three research studies.
4. Provisions of form P-37 paragraph 15 (Workers' Compensation) do not apply to this contract.

Contractor Initials PSG  
Date 05/04/2020

## EXHIBIT B

### Scope of Services

Peter Gray, Ph.D. will provide the NH Department of Education with plans for three research studies that could be conducted in New Hampshire schools. Each plan would include a statement of questions to be addressed by the research; a review of research already conducted that bears on those questions, and an outline of the methodology that could be employed in the New Hampshire research. Plan #1 will outline an intervention study aimed at increasing playfulness, friendships, and self-efficacy among elementary students. Plan #2 will describe a questionnaire and focus-group study of secondary students' views of sources of school-induced stress and how schooling could be improved. Plan #3 will outline a study of homeschooling families aimed at learning why they have chosen homeschooling over public schooling.

What follows are brief, preliminary descriptions of each of the plans to be developed.

***Plan #1: An intervention study aimed at increasing playfulness, friendships, and self-efficacy among elementary students.***

Although the dramatic, overt symptoms of stress (mental health breakdowns, suicides, drug abuse, etc.) show up most often in secondary schools, the stress leading to those symptoms is already present in elementary schools. In fact, there is growing evidence that even kindergarten children are in many cases experiencing pathological levels of stress related to academic demands and rote drill methods of teaching that have trickled down from the upper grades to the lowest (e.g. Gray, 2019; Groeneveldt et al., 2013). By the time children reach middle school, they are already in many cases burnt out and cynical about schooling. There is also good reason to believe that the dramatic increases in depression and anxiety among young people over the past several decades is at least in part a result of a dramatic decline in opportunities for free play and other self-initiated, self-directed activities for children both in and out of school (summarized by Gray, 2011; 2013).

The nonprofit organization Let Grow has developed two innovations aimed at promoting free play and self-initiated activities among elementary school students. These are: (1) Play Club, which is an opportunity for children in all grades (K-5) to play freely, together, using indoor as well as outdoor school areas as their playground for at least one hour per week, either before or after regular school hours (for more, see here); and (2) the Let Grow Project, which is a program in which teachers give students regular assignments to do something new, on their own, of their own choosing—with their parents' permission—that seems in some way difficult or scary and then to report on their experience. These have been piloted already in several schools, including the seven elementary schools in the Patchogue-Medford school district on Long Island, NY.

Contractor Initials PSA  
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Informal reports from principals, teachers, parents, and especially students suggest that the programs have been remarkably successful in improving students' attitudes about school, confidence in their abilities to solve problems, and friendships with one another, and in improving the overall school climate. However, to date, these reports have been mostly informal or anecdotal.

In brief, Plan #1 will outline an intervention experiment. The *experimental schools* would be elementary schools that volunteer to adopt one or more of the proposed innovations. The innovations would most likely include Play Club and the Let Grow Project but might also include other changes yet to be determined. For example, some schools might reduce or eliminate homework, and/or establish a new set of guidelines for teachers that emphasizes student happiness as a goal and gives teachers freedom to use their judgements as to how to make the classroom more pleasant, and/or place more emphasis on creative, student-directed assignments and less on worksheets. The *control schools* would be otherwise similar schools that do not take on these innovations.

Over the course of the school year, assessments would be made to determine the effects of the innovations. These might include (a) measures of students' happiness, internal locus of control (sense that they can solve life problems), friendships, social confidence, and attitudes about school; (b) teachers' assessments of the effects of the innovations on what happens in the classroom and their observations regarding how individual children react to the innovations; (c) principals' assessments of changes in the overall school climate over the course of the year; and (d) parents' assessments of how their children have changed psychologically over the year. For the purpose of comparison, some of these assessments would be applied to those in the control schools as well as those in the experimental schools.

The formal plan will:

- Review the research literature to identify any comparable or relevant studies that have already been conducted and use those findings to identify possible additional innovations to include and to generate hypotheses about potential effects of the innovations.
- Interview principals and teachers at schools that have already instituted one or more of the proposed innovations (including those in the Patchogue-Medford district), to learn about how they created the innovations and the effects of them, based on informal or any formal observations they may have made. This information might be used to determine which innovations to try in New Hampshire and how to fine tune them based on the experiences of schools elsewhere. In addition, the researcher would examine feedback that the organizers of Global School Play Day have received from the thousands of schools that have participated in this event over the past few years, to see what has been most successful and how students and teachers have reacted to this event.

Contractor Initials PS  
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- Identify a set of quantitative and qualitative assessment tools for determining outcomes of the innovations and examine the research literature for evidence of their validity and their applicability to the proposed research. Work out a set of procedures for collecting such data.
- Talk with the President and Executive Director of Let Grow (Lenore Skenazy and Tracy Tomasso, respectively) to see what roles Let Grow might play in working with the experimental schools to help them develop the innovations. (As a Board member of Let Grow I would be a contributor to that discussion and any commitments made.)
- Prepare a written Research Proposal, which would include a review of relevant published research, a description of the possible innovations to be developed at the experimental schools and why I selected them, a list of measures and instruments that could be used to assess the results, a proposed timetable for conducting the research, and a summary of methodological safeguards to prevent bias.
- Work with the New Hampshire Commissioner of Education to identify a set of schools that are interested in trying the proposed innovations, with a hope of finding somewhere from four and ten experimental schools. The researcher would then meet with principals and teachers at those schools to describe the innovations and how they have been developed elsewhere.

***Plan #2: A questionnaire and focus-group study of secondary students' views of sources of school-induced stress and how schooling could be improved***

Research already conducted indicates that school is a major source of stress for students, but little has been done to identify what aspects of school are the primary sources of that stress. Some of the possible sources, discussed in various contexts, include bullying from peers, bullying from teachers, competition for high grades and honors, fear of failure, too much testing, overpacked schedules, parental pressure for higher school performance, little opportunity to find and pursue one's own interests, sleep deprivation due to too much homework and extracurriculars, the tedium of lessons and assignments that hold little or no meaning for student, feeling excluded from the in-groups, etc. The purposes of this study would be to learn more about the specific school-related causes of students' stress and unhappiness and about their views as to how schools could change so as to be less stressful and better learning environments.

Plan #2 would involve two different, complementary methodologies. One would be a questionnaire given to individual students, and the other would involve focus group discussions among groups of students.

So as to increase objectivity and reduce any motive to please (or displease) their teachers or other school personnel, which might bias the study, students would receive the invitation to fill out the questionnaire through mail to their homes, from the researchers, and the questionnaires would be filled out at home (probably online using a survey program), with a separate form for parental permission. To obtain a high rate of

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response, students may be paid for completing the survey or would be offered some prize for doing so. The questions would be oriented toward identifying the sources of stress in their lives, especially those related to school, and there would be an opportunity for them to describe changes that they believe would make school a happier place for them and a better learning environment.

The focus group discussions would also take place outside of school. Selected groups of students would be invited to join a group meeting, perhaps in a room at the local public library. They would need to have parental permission to join, but parents would not be present at the discussion. There a research assistant, trained in how to lead focus groups and not associated with their school, would pose questions for discussion aimed at the same issues as those posed in the individual questionnaire. The discussion would be recorded, but students would be assured that only the researchers would listen to the recording and the transcripts prepared from the recordings would not include their names or other identifying information.

The formal plan will:

- Identify and review any research that already addresses questions concerning the ways in which standard secondary schooling is stressful to students and what interventions, if any, have been successful in ameliorating them, as well as any research aimed at collecting students' thoughts about how schooling could be improved.
- Develop the research methodology for the individual questionnaire study by (a) preparing a draft of the questionnaire, (b) preparing a set of guidelines on how to select students for the study, so as to include some who are high academic achievers and others who are low academic achievers, and (c) prepare a means of approaching students and their parents for participation in the study and encouraging students to participate.
- Develop the research methodology for the focus-group study by (a) researching best practices for conducting focus-group meetings, (b) preparing a protocol for the leaders to use in chairing the meetings, (c) preparing a set of guidelines on how to select students to participate and how to group participants (e.g. it may be best to have some groups consist of high academic achievers and other consist of low academic achievers rather than mix them), and (d) preparing a means of approaching students and their parents for participation in the study and encouraging students to participate.

***Plan #3: A questionnaire study of homeschooling families aimed at learning why they have chosen homeschooling over public schooling***

According to data collected every four years by the US Department of Education (2019), the percentage of families choosing homeschooling for their school-aged children has increased considerably over the past two decades, from an estimated 1.7 % in 2000 to an estimated 3.3% in 2016 (the last year for which data are available). The Department surveys also reveal that over this period the percentage of homeschoolers choosing

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homeschooling for religious reasons has declined and the percentage choosing it because of dissatisfaction with the learning environment and methodology of public schooling has increased. Previous research suggests that most homeschoolers sent at least their first child to public school and then, at some point, removed the child from the public school for homeschooling (Gray & Riley, 2013).

For this study, the aim would be to survey homeschoolers in New Hampshire to find out what it is about public schooling that has led them to remove their children from such schooling or to avoid such schooling from the beginning. The researcher will develop a plan for surveying homeschooling families to learn about their objections to public schooling, to learn why they prefer homeschooling, and to find out if they can imagine any changes that could occur in public schools that would entice them to send their children there. The study would involve a questionnaire for homeschooling parents and a separate questionnaire for homeschooling children who are beyond a specified age.

The plan will:

- Identify and review any research that already addresses families' reasons for choosing homeschooling over public schooling and use that to develop hypotheses to test in this survey.
- Work out a procedure for locating a representative set of homeschooling families in New Hampshire.
- Create a draft of a survey questionnaire for homeschooling parents and another for homeschooling children aimed at learning about (a) the children's positive and negative experiences in public school if they attended a public school before homeschooling, (b) why they chose to homeschool, (c) for those who left public schooling for homeschooling, at what age did each child leave and what changes, for better or worse, occurred in the child after leaving public school, and (d) their views about how the local public school would have to change before they would be tempted to send their children to that school.
- Outline a research design that would specify how families would be chosen for the study, how they would be approached and encouraged to participate in the survey, and how their anonymity would be preserved.

## References

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- U.S. Dept. of Education (2019). Homeschooling in the United States: Results from the 2012 and 2017 Parent and Family Involvement Survey. Online at <https://nces.ed.gov/pubs2020/2020001.pdf>

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EXHIBIT C

Method of Payment

**Budget:**

<u>Description of Services</u>	<u>FY '20</u>
Plan #1: An intervention study aimed at increasing playfulness, friendships, and self-efficacy among elementary students	\$20,000.00
Plan #2: A questionnaire and focus-group study of secondary students' views of sources of school-induced stress and how schooling could be improved	\$6,000.00
Plan #3: A questionnaire study of homeschooling families aimed at learning why they have chosen homeschooling over public schooling	\$4,000.00
<b>Total</b>	<b>\$30,000.00</b>

**Limitation on Price:** This Contract will not exceed \$30,000.00

**Source of Funding:** Funds are available in the account titled School Climate Transformation for Fiscal Years 2020 and 2021 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

06-56-56-562010-23700000-102-500731	<u>FY'20</u>	<u>FY'21</u>
Contracts for Program Services	\$20,000.00	\$10,000.00

**Method of Payment:**

Payment will be made upon receipt of each plan. Invoices shall detail a summary of activities that have taken place in accordance with the terms of the contract. Invoice template will be provided by the Office of Social & Emotional Wellness.

Attn: Kelly Untiet  
NH Department of Education  
Office of Social & Emotional Wellness  
101 Pleasant Street  
Concord, NH 03301

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## EXHIBIT D

### Contractor Obligations

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

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

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

#### **Breach**

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

#### **Fraud and False Statements**

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

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

#### **Procurement of Recovered Materials**

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

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**Exhibit E**

**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

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Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

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## Exhibit G

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

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

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Date 05/04/2020