

MLC



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

136

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

July 17, 2023

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

REQUESTED ACTION

Authorize the NH Department of Education (NHED), Office of Social & Emotional Wellness (OSEW) to enter into a **sole source** contract with the Jesse Lewis Choose Love Movement, Inc., (VC 370665) Newtown, CT, in the amount of \$64,000 to provide the keynote address on September 19th and 20th, and two facilitators for breakout sessions each day at the anti-bullying conference entitled "Intention, Invention, Impact: A Community Leadership Conference for Anti-Bullying" effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Project AWARE for FY24 as follows:

06-56-56-565620-25080000-102-500731	<u>FY24</u>
Contracts for Program Services	\$64,000

EXPLANATION

This request is **sole source** because the Jesse Lewis Choose Love Movement, Inc is the only one of its kind as an evidence-informed practice to assist students, educators, and communities to embrace the easy-to-follow Choose Love Principles, which include Courage, Gratitude, Forgiveness and Compassion in Action.

The program was created to be a proactive and preventative measure to disrupt the pathway to violence, to provide skills and tools that enable conflict resolution, and to help with self-management and relationship skills. Currently, the Choose Love Movement is utilized in 120 countries, in 10,500 schools, and delivered to over 3 million youth.

The conference will have two separate tracks: one for students and one for adults. The Jesse Lewis Choose Love Movement will provide two facilitators to lead two breakout sessions in the adult track at each conference event. These sessions will address how to effectively use the Choose Love formula to resolve bullying behaviors.

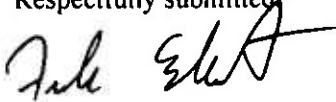
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The formula teaches the importance of Choice Moments: the pause between a stimulus and response where individuals can either choose a courageous healthy response or a reactive one. Participants will learn:

- Courage to choose a more thoughtful response essential to break free of our automatic reactive patterns.
- Gratitude to have the skills and wisdom to bring a new lens to the situation.
- Forgiveness for previous reactive responses without losing sight of accountability or limit setting.
- And Compassion-in-action to have a deeper appreciation that we are all the same in the want and need to love and be loved.

The intent of the program is to reduce and prevent bullying to create safer environments for students by providing participants with the skills to implement the Choose Love principles in their schools and communities.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

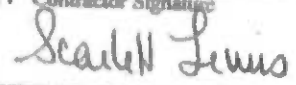
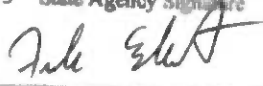
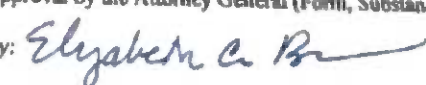
FORM NUMBER P-37 (version 2/23/2023)

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Jesse Lewis Choose Love Movement, Inc.		1.4 Contractor Address PO Box 605, Newtown, CT 06470	
1.5 Contractor Phone Number (617) 584-7966	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$64,000
1.9 Contracting Officer for State Agency Jen Hunter, Administrator Office of Social Emotional Wellness		1.10 State Agency Telephone Number (603) 673-1479	
1.11 Contractor Signature  Date: 7/20/23		1.12 Name and Title of Contractor Signatory Scarlett Lewis, Chief Movement Officer	
1.13 State Agency Signature  Date: 8/1/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 8/1/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 7/20/23

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.

Contractor Initials: SL
Date: 7/20/23

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

Jesse Lewis Choose Love Movement, Inc. shall provide the following at the *"Intention, Invention, Impact: A Community Leadership Conference for Anti-Bullying"* conference occurring on September 19th, at Mountain View Grand Resort Whitefield, NH, and on September 20th, 2023, at the Sheraton in Nashua, NH:

- Scarlett Lewis, Founder, and Chief Movement Officer will deliver this conference's keynote address each day (approximately 1 hour). She will also work with the Choose Love team to facilitate two breakout sessions each day of the conference for a total of four breakout sessions (1.5 hours each).
- Master Facilitators Lisa MacKenzie and Kim Harrison will facilitate two breakout sessions (1.5 hours each) focused on the Learn to Live the Choose Love Formula during the two days of the conference for a total of four breakout sessions.
- Choose Love Kits:
 - The Best of Best Guide; Top 10 Ongoing Practices You Can Do to Choose Love for Yourself
 - Other Fun and Engaging Ways to Choose Love
 - Starting Choose Love Clubs

EXHIBIT C

Method of Payment

Deliverable	Amount per day	Number of days	Total amount
Scarlett Lewis Keynote Presenter Fee includes preparation and support at breakout sessions	\$8,086.19	2	\$16,172.38
Scarlett Lewis Travel, Lodging	\$413.81	2	\$827.62
Lisa MacKenzie and Kim Harrison Facilitator Fee includes preparation for breakout sessions	\$15,850.00	2	\$31,700.00
Travel (MacKenzie & Harrison)	\$1,250.00	2	\$2,500.00
Lodging (MacKenzie & Harrison)	\$250.00	2	\$500.00
950 Choose Love Kits which include one each of the following items: The Best of the Best Guide; Top 10 Ongoing Practices You Can Do to Choose Love for Yourself and Others; Fun and Engaging Ways to Choose Love; and Ideas for Starting Choose Love clubs	\$6,150.00	2	\$12,300.00
Total FY24			\$64,000.00

Price Limitation: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of \$64,000.00.

Source of Funding: Funds to support this request are available in the account titled Project Aware for FY24 as follows:

06-56-56-562010-25080000-102-500731
Contracts for Program Services

FY 24
\$64,000.00

Method of Payment: Payment is to be made upon completion on the basis of an invoice which is supported by a summary of activities that align with the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, a one-time payment of \$ 64,000 will be made 30 days from the date the invoice is processed. Invoice may be submitted electronically to: Jennifer.f.Hunter@doe.nh.gov

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised June 2022

Contractor Initials *SL*
Date 7/20/23

Exhibit E

Federal Debarment and Suspension

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

Revised June 2022

Contractor Initials SL
Date 7/20/23

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

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

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

Contractor Initials SL
Date 7/20/23

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised June 2022

Contractor Initials: *SL*
Date: 7/20/23



July 2023

I, Doug Harrison, hereby certify that I am an Officer of Jessie Lewis Choose Love Movement, Inc. a nonprofit organization exempt from federal income tax under section 501 (c)(3) of Title 26 of the United States Code.

I attest that Scarlett Lewis, Founder & Chief Movement Officer, is duly authorized to enter into contracts or agreements on behalf of Jessie Lewis Choose Love Movement, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to complete this contract.

I certify that I am authorized to bind the nonprofit organization. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated that they have full authority to bind the nonprofit organization and that this authorization shall remain valid for thirty (30) days from the date of this corporate resolution.

7-24-2024

Douglas Harrison

Chief Operating Officer
Member, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2023

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

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

PRODUCER Paradiso Financial and Insurance Services, LLC 8 E Main Street Stafford Springs, CT 06076	CONTACT NAME: Leah Broadwell PHONE (A/C No, Ext): (860)684-6270 E-MAIL ADDRESS: lbroadwell@nessogroup.com	FAX (A/C, No): (860)851-9564
	INSURER(S) AFFORDING COVERAGE	
INSURED Jesse Lewis Choose Love Movement Inc. PO Box 605 Newtown, CT 06470	INSURER A: Selective Insurance Co. of South Carolina	NAIC # 19259
	INSURER B: Progressive Northern Ins. Co.	NAIC # 24260
	INSURER C: Hartford (The)	NAIC # 00914
	INSURER D: Selective Insurance Company of America	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 95962627-592553

REVISION NUMBER: 33

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01/05/2023	01/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			03/30/2023	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		08/13/2023	08/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Officers			01/05/2023	01/05/2024	Per Occurrence 1,000,000
D	Professional			01/05/2023	01/05/2024	Aggregate 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Education 25 Hall Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Leah Broadwell</i> (LMB)
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Choose Love Movement

MISSION

The Jesse Lewis Choose Love Movement is on a mission to create safer and more loving communities that offer enriching connection, resilience, and well-being to all. Our Choose Love Formula: Courage + Gratitude + Forgiveness + Compassion-in-Action is a guide for living a Choose Love lifestyle that nourishes and strengthens the mind, body, and emotions. At its core is Jesse Lewis' message of sharing "Nurturing Healing Love" from within ourselves to thoughtfully respond to all we meet thereby improving the world around us.

Signature Programs

The Movement has multiple programs, training, and other products rooted in the Choose Love Formula. Signature programming comprises Choose Love for Schools, Choose Love in Corrections, Choose Love at Home, Choose Love for Communities, Choose Love for Athletic Leadership, and Choose Love at Work. In addition, we offer experiential educator wellness training and implementation of the Choose Love curriculum.

On Website: The Jesse Lewis Choose Love Movement™ is a 501(c)(3) nonprofit organization with a mission to create safer and more loving communities that offer enriching connection, resilience, and well-being to all through no cost, comprehensive, lifespan, next generation Character Social Emotional Development programs (CSED) that are suited for all ages and stages of life, from Infant/Pre-K through Grade 12 and adulthood. Our Choose Love Formula (COURAGE + GRATITUDE + FORGIVENESS + COMPASSION-IN-ACTION = Choosing Love), that anyone can learn and practice daily, is a guide for living a Choose Love lifestyle that nourishes and strengthens the body, mind, and emotions. At its core is Jesse Lewis' message of sharing "Nurturing Healing Love" from within ourselves to thoughtfully respond to all we meet thereby improving the world around us.

Jesse Lewis Choose Love Movement, Inc

Balance Sheet

PRELIMINARY/UNAUDITED

As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 M&T Bank - CT	179,154.10
1001 Bill.com Money Out Clearing	0.00
1012 Mobile Cause	449.56
1014 Anedot	70.56
1016 Stripe Account	-4.19
1017 Shopify Account	0.00
1018 Paypal	0.00
1020 Voya Investment Accounts	
1025 Voya Financial 3782142	79,647.00
1027 Voya Financial 4611	424,901.00
Total 1020 Voya Investment Accounts	504,548.00
Total Bank Accounts	\$684,218.03
Accounts Receivable	
1100 Accounts Receivable	90,298.43
Total Accounts Receivable	\$90,298.43
Other Current Assets	
1124 Allowance for Uncollectible	-8,000.00
1150 Prepaid expense	0.00
1160 Undeposited Funds	264.00
Total Other Current Assets	\$ -7,736.00
Total Current Assets	\$766,780.46
Fixed Assets	
1500 Office Equipment	1,863.38
1510 Furniture and Equipment	5,718.05
1525 Vehicles	66,000.00
1599 Accumulated Depreciation	-8,243.00
Total Fixed Assets	\$65,338.43
TOTAL ASSETS	\$832,118.89

Jesse Lewis Choose Love Movement, Inc

Balance Sheet

PRELIMINARY/UNAUDITED

As of June 30, 2023

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	21,003.97
Total Accounts Payable	\$21,003.97
Credit Cards	
2010 M&T Credit card (Scarlett 4089)	7,268.07
Total Credit Cards	\$7,268.07
Other Current Liabilities	
2025 Deferred Grant Revenue	0.00
2030 Deferred Income	0.00
2060 Connecticut Department of Revenue Services Payable	-0.56
North Carolina Department of Revenue Payable	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	
2040 Retirement	500.54
2050 Health Insurance	0.00
2055 Accrued Payroll	0.00
Total Payroll Liabilities	500.54
Total Other Current Liabilities	\$499.98
Total Current Liabilities	\$28,772.02
Total Liabilities	\$28,772.02
Equity	
3000 Unrestricted Net Assets	710,520.70
3010 Restricted Net Assets	0.00
Opening Balance Equity	0.00
Net Income	92,826.17
Total Equity	\$803,346.87
TOTAL LIABILITIES AND EQUITY	\$832,118.89

Jesse Lewis Choose Love Movement, Inc

Profit and Loss

PRELIMINARY/UNAUDITED

January - December 2022

	TOTAL
Income	
4600 Book & Merchandise Sales	48,166.88
Fundraisers (deleted)	2,509.37
Contributions (deleted)	9,075.44
Special Events (deleted)	2,269.01
Ticket Sales (deleted)	1,592.50
Total Fundraisers (deleted)	15,446.32
Other Types of Income	
4900 Travel Reimbursement	27,142.01
4950 Misc Income	17,452.43
Amazon Smiles (deleted)	563.22
Total Other Types of Income	45,157.66
Program Income	
4710 CARES/Educational Support	141.89
4730 Scarlett Keynotes - standalone service	9,000.00
Total Program Income	9,141.89
Restricted Donations	16,500.00
4850 Restricted Donation - Individual	3,000.00
Total Restricted Donations	19,500.00
Speaking Engagements & Training (deleted)	62,951.13
Bus Tours/Community Events (deleted)	25,010.61
Scarlett Keynote (deleted)	136,675.00
Workshops (deleted)	194,199.66
Total Speaking Engagements & Training (deleted)	418,836.40
Stripe Sales (deleted)	30,746.51
Unrestricted Donations	5,660.00
4050 Gifts from Individuals	412,921.20
4300 Corporate Contributions	104.57
4400 Government Income	204,018.16
Gifts in Kind - Services (deleted)	22,225.00
Total Unrestricted Donations	644,928.93
Total Income	\$1,231,924.59
Cost of Goods Sold	
5100 Cost of Goods Sold	44,685.74
Total Cost of Goods Sold	\$44,685.74
GROSS PROFIT	\$1,187,238.85
Expenses	
6900 Meals	6,496.11
6950 Travel	41,291.60
Awards and Grants (deleted)	535.00

Jesse Lewis Choose Love Movement, Inc

Profit and Loss

PRELIMINARY/UNAUDITED

January - December 2022

	TOTAL
Books (deleted)	1,063.99
Books Given Out (deleted)	25.00
Total Books (deleted)	1,088.99
Facilities and Equipment	224.99
6710 Property Insurance	4,998.63
6740 Equip Repairs, Rental and Maintenance	646.25
Total Facilities and Equipment	5,869.87
Merchant Processing Fees (deleted)	1,646.25
Operations	
6605 Insurance - General Liability	140.32
6607 Insurance - Workers Comp	1,034.00
6610 Office Supplies	2,900.65
6620 Office Equipment	3,292.83
6630 Postage, Mailing Service	7,941.56
6635 Contractor Services	66,724.72
Commission Fees (deleted)	900.00
Program Advisement (deleted)	17,402.50
Trainer/Coaching (deleted)	59,559.66
Video Production/Graphic Design (deleted)	4,240.00
Total 6635 Contractor Services	148,826.88
6639 Curriculum Development	41,165.86
6650 Staff Development	105.00
6660 Bank Fees	1,211.15
6670 Processing Fees	848.99
6680 Business Fees and Registrations	132.00
6690 Books & Subscriptions	7,502.09
Internet (deleted)	2,468.99
Sales Tax	58.00
Supplies (deleted)	1,234.10
Taxes	636.87
UBI Taxes (deleted)	-216.00
Total Operations	219,283.29
Payroll Expenses	
6010 Gross Wages	16,105.19
Director Salaries (deleted)	138,461.58
Program Support Salaries (deleted)	244,354.11
Total 6010 Gross Wages	398,920.88
6020 Health Insurance	14,217.52
6030 Retirement	6,123.90
6040 Recruitment Fees	105.00
6050 Payroll Service Fees	3,377.91

Jesse Lewis Choose Love Movement, Inc

Profit and Loss

PRELIMINARY/UNAUDITED

January - December 2022

	TOTAL
6060 Payroll Tax Expense	33,144.02
Total Payroll Expenses	455,889.23
Professional Services	87,710.42
6510 Accounting	46,546.60
6515 Legal Fees	22,963.59
6520 Human Resources	60,592.12
6540 Team Development	1,057.00
6560 Communication/Marketing	75,943.42
Grant Writer Fee (deleted)	8,502.50
Total Professional Services	303,315.65
Programs (deleted)	
Conference Expenses (deleted)	3,431.06
Marketing Materials (deleted)	2,824.33
Marketing/Promotion (deleted)	6,750.00
Production - Program Materials (deleted)	1,101.22
Staff Development (deleted)	-776.00
Supplies (deleted)	23,666.62
Technology Fees (deleted)	9,001.60
Tolls & Parking (deleted)	222.02
Website Expense (deleted)	29,170.13
Total Programs (deleted)	75,390.98
Promotion/Fundraising (deleted)	887.72
Artist Fees (deleted)	5,150.00
Fundraising Expense (deleted)	8,545.10
Marketing (deleted)	3,552.45
Meals/Travel (deleted)	1,509.81
Total Promotion/Fundraising (deleted)	19,645.08
Stripe Payment Processing Fees (deleted)	1,134.24
Technology	24.21
6820 Software	9,155.23
6840 Connectivity / Telecommunications	3,528.81
Total Technology	12,708.25
Travel and Meetings (deleted)	45.65
Airfare/Train (deleted)	346.89
Car Rentals/Taxis (deleted)	180.00
Conference, Convention, Meeting Travel (deleted)	4,873.93
Gas (deleted)	2,533.68
Meals (deleted)	523.73
Total Travel and Meetings (deleted)	8,503.86
Total Expenses	\$1,152,798.42
NET OPERATING INCOME	\$34,440.43

Jesse Lewis Choose Love Movement, Inc

Profit and Loss

PRELIMINARY/UNAUDITED

January - December 2022

	TOTAL
Other Income	
9000 Unrealized Gains/(Losses)	-81,471.82
Total Other Income	\$ -81,471.82
NET OTHER INCOME	\$ -81,471.82
NET INCOME	\$ -47,031.39



Board of Directors

Paul Barkan	Board Member
Ty Bongiovanni	Treasurer
Craig della Penna	Chair
Doug Harrison	Board Member
Colleen Haines	Board Member
Robert Haines	Board Member
Dr. Christoper Kukk	Board Member
Dr. Maria Ortner	Board Member
Chin Rodger	Board Member



Scarlett Lewis

Profile

For the past 10 years I have dedicated my life to being the Founder and Chief Movement Officer of the Jesse Lewis Choose Love Movement, a nonprofit organization created following the murder of my 6-year-old son, Jesse, at Sandy Hook Elementary School in December 2012. As a leading advocate for social and emotional learning (SEL) in schools, I focused on the need for all children to have the skills to manage their emotions, feel connected, and foster meaningful relationships. The creation of the Choose Love Formula (Courage + Gratitude + Forgiveness + Compassion-in-Action) guided my mission and was the foundation for the organization and our no cost programming beginning with Choose Love for Schools, a comprehensive, lifespan, next generation character social emotional development (CSED) curriculum that teaches children how to thoughtfully respond with love in any situation using the formula. Choose Love programming has been extended to the home, communities, athletes, the workplace, corrections, and more. Over 11,000 schools have enrolled with Choose Love. People from all 50 states and from 120 countries have accessed our materials. Recognized as an international activist for peace, an award-winning speaker and the author of four books, this is my passion. I hope to reach 25 million people by 2025.

Professional Experience

Previous to her work with the Movement, Scarlett worked in finance, trading, and real estate.

Tangoe, Inc., Executive Assistant

Shelton, CT

2010-2012

- Assisted the President of the company with scheduling, coordination of in-house professional development and events, and more.

Optimark Technologies, Relationship Manager

New York, NY

2004-2009

- Responsible for the management of black box trading systems for the largest national buy and sell side accounts based on capital, volume, and size of firm. Cultivated and maintained relationships with accounts in NY and CT and managed all aspects of customer relationships including technology, back office, clearing and settlement issues, training, customer service, and entertainment.

Llama Company, Vice President

Fayetteville, AR

1993-1998

- Traded municipals, government agencies, mortgage backed securities, and futures contracts. Maintained inventory/maintained hedge using duration weighing. Investment banker cultivating municipal relationships; implemented proprietary financing strategies.

Education

B.S. Communications, Boston University (1990)

Published Works

- *Choosing Love: A Pathway to Flourishing* – An illustrated book that guides young readers to live a life with courage, gratitude, forgiveness and compassion-in-action (2022)
- *From Sandy Hook to the World: How the Choose Love Movement Transforms Lives* – An in-depth look at how I founded the Movement and its impact around the world today (2021)
- *Nurturing Healing Love* – Written after Jesse's death, this memoir traces my journey turning a personal tragedy into something that can change the world (2013)
- *Rose's Foal* – A children's book about the lessons a mother can teach her son (2009)

Awards and Recognitions

- *Anthem Award – Non-Profit Campaign for Product, Innovation or Service (2023)*
- *Bloomberg Businessweek's Bloomberg 50 (2022)*
- *CT Entrepreneur Award – Runner-up Education (2022)*
- *Stevie Award for Women in Business, Gold Stevie for Female Innovator of the Year (2022)*
- *Holistic Wealth Trailblazer (2022)*
- *Anthem Award – Leader of the Year in Awareness: Education, Art, & Culture (2022)*
- *Stevie Award, Gold Stevie for Organization of the Year (2021)*
- *CT Entrepreneur Award – Education (2021)*
- *Forbes 50 over 50 Impact Honoree (2021)*
- *Stevie Award, Silver Stevie for Organization of the Year (2020)*
- *NonProfit PRO's Unsung Hero Award (2020)*
- *Peace Center's Inaugural Peace Heroes Legacy Hall inductee (2020)*
- *New England Association of Schools and Colleges (NEASC) Charles Eliot Award (2019)*
- *Stevie Award, Silver Stevie for Woman of the Year & Organization of the Year (2019)*
- *Girl Scouts of Connecticut Courage, Confidence, and Character Award (2019)*
- *The Global Presence Humanitarian Award – Parenting2.0 (2019)*
- *Jason's Award - Children's Square (2019)*
- *Honorary Doctoral Degree, College of Arts and Sciences, Quinnipiac University (2018)*
- *Woman of Distinction, YWCA of Darien/Norwalk, CT (2018)*
- *Stevie Award, Gold Stevie for Organization of the Year (2017)*
- *The Hero of Forgiveness Award, International Forgiveness Alliance (2015)*
- *Common Ground Award, Search for Common Ground for peace advocacy (2015)*
- *Live Your Legacy Award, Live Your Legacy Summit (2014)*

Sample Speaking Engagements

- *New York Times DealBook Summit Featured Speaker (2022)*
- *Connecticut Interlocal Risk Management Association's (CIRMA) Annual Conference Keynote Speaker (2022)*
- *Aperture Education's Second Annual SEL Summit Keynote Speaker (2022)*
- *Hawaii Community Foundation Schools of the Future Conference (2022)*
- *National Association of Victim Assistance in Corrections (NAVAC) Conference (2022)*
- *New Hampshire Together We Teach Statewide Conference Keynote Speaker (2022)*
- *SXSW Education Conference Presenter (2022, 2018) Character.org National Conference Keynote Speaker (2019, 2018)*
- *National Association of Social Workers Keynote Speaker (2019)*
- *Nebraska Mental Health Conference Keynote Speaker (2019)*
- *Music City SEL Conference Keynote Speaker (2019)*
- *ASCD Empower 18 Conference Presenter (2018)*
- *UPENN Early Childhood Development Conference (2017)*
- *TEDx Fayetteville – Spoke on resiliency based on Jesse's message of Nurturing Healing Love, the algorithm for Choosing Love (2014)*
- *Compassionate Schools Conference, "Sandy Hook to Seattle: Building a Compassionate Schools Movement"*
- *Western Connecticut State University, Compassion & Creativity Conference Keynote*
- *Child Welfare Annual conference, "Child Welfare: Using Cross-Cutting Strategies to Empower Families and Communities"*

- Dr. Wayne Dyer Conferences, "The Healing Power of Forgiveness" and "Divine Love" (2014, 2013)
- Transformational Leadership Conference, hosted by Jack Canfield
- UPLIFT: Universal Peace & Love in a Festival of Transformation with Dr. Bruce Lipton, Charles Eisenstein, Dr. Lissa Rankin, Barbara Maxwell Hubbard, Patch Adams, and others

Achievements

- Has offered hundreds of workshops and professional development sessions to educators, businesses and mental health professionals across the country on building a Choose Love culture and utilizing the Choose Love Formula (2013 – Present)
- Board Member, Character.Org
- Collaborated with state governors to proclaim *Choose Love SEL Awareness Month* (2019-2023)
- Worked with the White House to research and advance SEL nationwide
- Created the "All Calm Down" video series, bringing awareness of the negative impact of stress and anger to women and unborn babies, offering tools for meditation and self-soothing
- Presented a "Ceeds of Peace" workshop with Dr. Maya Soetoro-Ng to teach skills to support children and youth to be leaders in effective peace building in their communities
- Presented a workshop with the Yale Center for Emotional Intelligence
- Attended a White House roundtable with President Donald Trump (2018)
- Member of the Federal Commission on School Safety Commission led by Secretary of Education, Betsy DeVos (2018)
- Collaborated with Connecticut governors to proclaim *Social and Emotional Learning Awareness Weeks* in Connecticut (2015-2018)
- Helped to create legislation to advance life skills training that was included in the Every Child Achieves Act (2015)
- Introduced the Jesse Lewis Empowering Educators Act into US Senate alongside Senator Richard Blumenthal (D-CT), Senator Chris Murphy (D-CT), and Congresswoman Elizabeth Esty (D-CT5) (2015)
- Accepted a special invitation to the White House to provide input for the "National Dialogue on Mental Health"
- Met privately with Vice President Biden to discuss the role of SEL as a proactive and preventative mental health measure

References

- U.S. Senator Richard Blumenthal
- New Hampshire Governor Chris Sununu
- Dr. Christopher Kukk, Dean of the Cormier Honors College for Citizen Scholars at Longwood University

Curriculum Vitae

LISA E. MACKENZIE, M.ED.



PERSONAL PROFILE

Compassionate, creative, talented, and innovative teacher with over 25 years of helping struggling students become successful in school and in life. I am passionate about educating the whole child and educating teachers in the same.

- Professional educator with diverse experience, accustomed to working in multicultural school environments that emphasize inclusion of all.
- Superior interpersonal and communications skills to foster meaningful relationships with all students, staff, and parents.

PROFESSIONAL PROFILE

- Accomplished career demonstrating consistent success as program developer and educator at the secondary and elementary education levels. Outstanding track record in assuring student success - academically, socially, and emotionally.
- Extensive experience in developing programs and curriculum for teacher development, professional development, and conducting teacher training and parenting programs. · Comprehensive background of developing and implementing special programs for students at risk and students with special needs, racially, ethnically, and gender-diverse populations, and second-language learners.
- Competent in cognitive coaching, adult learning theory, and motivational interviewing · Proficient in technology, including email, Google Docs and Apps for Learning; video conferencing, webinars, and social media

PROFESSIONAL CREDENTIALS AND ACADEMIC DEGREES

- **M.A., Special Education**, California State University, Sacramento, 1994
- **B.A., Liberal Studies**, California State University, Sacramento, 1992
- **Multiple Subject Credential**, California State University Sacramento, 1993
- **Learning Handicapped Credential**, California State University Sacramento, 1993
- **Supplemental Science Credential**, California State University, Sacramento, 1993
- **Supplemental Autism Credential**, 2013

CERTIFICATIONS

- Trauma Practitioner Certification for Education through The National Institute for Trauma and Loss in Children (TLC) 2022
- Nurtured Heart Institute Certified Trainer 2022
- Mindful Schools Teacher Certification, 2016
- Behavior Specialist Certification, (Behavior Intervention Case Manager) 2012
- Resource Specialist Certification, 1993

HONORS AND AWARDS

- Gold Ribbon School Model Program and Practices awarded to Prairie Elementary School for the Intervention Program I developed and implemented, 2016
- Recipient of Delta Kappa Gamma Society International Awards: *Public Service Award 2018*; *Distinguished Professional Service Award Northern California, 2016*; *Public Service Award 2014 and 2021*
- Recipient of Lighthouse for Literacy Award from Sacramento Area Reading Association, 2016, for Personal Dedication, Inspiration, and Performance
- Recipient of the Sallie Mae National Beginning Educator of the Year Award, 1992.
- Graduated *magna cum laude*, California State University, 1992

PUBLISHED WRITING AND ACTIVITIES

- Co-author of *Choose Love for Schools* Social-Emotional and Character Education Curriculum (2020)
- Co-author of the best-selling book, Setting Limits in the Classroom (3rd Edition) Three Rivers Press, 2011. Used in teaching credential programs at CSU, Sacramento, University of North Carolina, Chapel Hill
- Co-developer, coordinator, and international presenter of the classroom management program, *Setting Limits in the Classroom*, recognized by California State Department of Education as an exemplary child guidance program, 1998- present

ACADEMIC/TEACHING EXPERIENCE

Social/Emotional/Behavioral Intervention Teacher, Title 1, Elk Grove Unified School District (EGUSD), Elk Grove, CA, July 2015-Present

Developed award-winning Social Emotional Learning/Trauma Sensitive program to serve students with extreme social/emotional/behavioral needs; teach students and teachers how to have healthy relationships, how to manage emotions, and how to be resilient in the face of challenges; develop behavior intervention plans; coordinate and chair Student Study Team Meetings; train teachers and para-educators in behavior intervention and support procedures and practices; train teachers in classroom management and trauma-informed practices; model best practices in all classes; MTSS (Multi-Tiered System of Supports), PBIS (Positive Behavioral Interventions and Supports) team member.

Co-Director of Setting Limits Program, 1999-Present.

- Educational Consulting Corporation, provide training and consultant services to schools throughout the U.S. and Mexico. Provide workshops, seminars, observations, coaching, and individualized instruction for teachers in classroom management and trauma-sensitive practices.
- Present parenting classes for *Setting Limits*, *Setting Limits with your Strong-Willed Child*, *Setting Limits with your Strong-Willed Teen*

Professional Development Provider, Elk Grove Unified School District, 1999-Present

Cooperating/Master Teacher for Mild/Moderate and Multiple Subject Credential Students

Phases I and III Field Experience, CSU Sacramento, 1998-2018

Mentored and evaluated student teachers in instructional techniques, unbiased assessment, advocacy for students and their families, curriculum design, behavior management, consultation and collaboration skills with colleagues, parents, and families, effective inclusion practices in general classroom programs that support physical, social, and academic inclusion of students with exceptional needs; communicated regularly with university supervisor.

Inclusive Education Specialist, EGUSD, 2009-2015

With a team, developed best practices for Inclusive Education Department, trained inclusion specialists and para-educators; case-managed IEPs for students in inclusive education; monitored instructional services; collaborated with general education teachers on student needs and supports; assisted with curricular modifications; supervised 18-22 para educators over two sites; provided trainings for para-educators and teachers throughout district; assessed students; provided behavioral interventions; taught social skills, coping skills, and anger-management.

Learning Center Teacher (RSP/SDC), Franklin Elementary School, EGUSD, 1994-2009 · Developed and implemented the Learning Center model at Franklin Elementary School. Participated in the original "Neverstreaming" model which is now Response to Intervention and Multi-Tiered Systems of Support (MTSS); worked as part of a team to develop Cooperative Conferences; helped implement the Learning Center model throughout EGUSD; taught academics to students with special needs; case-managed 30+ students' IEPs; supervised instructional assistants.

Beginning Educator Support Team Provider, Elk Grove Unified School District, 1998-2005

Mentored groups of 10-15 new special education teachers during their first two years of teaching. Provided professional development aligned with California Standards for the Teaching Profession; observations, feedback, monthly support meetings.

Insights Teacher, RSP/SDC Teacher, Florin High School, EGUSD, 1991-1994

Case-managed IEPs; taught algebra, English 10 and 11, Government, Economics, and Corrective Reading to 9-12 grade students with special needs and/or behavioral challenges. Supported, transitioned, and case-managed students coming back into the general- education setting from juvenile lock-up facilities.

PRESENTATIONS AND SPEAKING ENGAGEMENTS

- Delta Kappa Gamma State Convention Keynote Speaker (2020 and 2021) "Choosing Love in Our Brave New World"
- Delta Kappa Gamma State Convention (2017 and 2018) "Trauma and the Brain." · Delta Kappa Gamma State Convention (2016) "Supporting Students with Autism in an Inclusive Classroom."
- Delta Kappa Gamma State Convention (2011-2015) "Setting Limits in the Classroom."
- California School Employees Association (2014) "Setting Limits for Para-Educators."
- Guest lecturer for school psychologist interns, CSU, Sacramento, 2011, 2012, 2015, 2016, 2017.

PROFESSIONAL AFFILIATIONS

- Northern California Ambassador for the *Jesse Lewis Choose Love Movement* - mission is to ensure that every child has access to social and emotional learning in their classrooms and to help facilitate this

teaching within their families, schools, and communities. Provide teacher- trainings, in-services and workshops across Northern California and nationally via Zoom.

- Member of SEL4CA (Social Emotional Learning Alliance for California) mission is to empower California youth to thrive in school and life by advancing and supporting effective social and emotional learning programs, policies, and practices in all schools and communities.
- Member of California Campaign to Counter Childhood Adversity- mission is to raise awareness of the impact of childhood adversity on children, youth, families, and communities and address gaps and structural inequities in systems so they can prevent and appropriately respond to childhood adversity, strengthen protective factors. and build resilience.
- Therapy Dogs International - Own and trained three certified therapy dogs to work with children as "Tail-Waggin' Tutors," reading dogs, and comfort support dogs.
- Area Director of Northern California Delta Kappa Gamma Organization for Professional Women Educators, 2021-2023.
- President of Alpha Eta Chapter, 2014-2016 and Iota Omega Chapter 2016-2020 - mission is to promote professional and personal growth of women educators and excellence in education worldwide.
- Chairperson for STEP (Support Team for Emerging Educators), California State Committee, Delta Kappa Gamma Organization for Professional Women Educators

COMMUNITY SERVICE

- Northern California Choose Love Ambassador volunteer 2014-present
- Stonegate Community HOA Board Member 2020-present
- Therapy Dogs, International volunteer, 2009-present
- Volunteer advocate for students with special needs and their parents, 2001-present

Kimberly A Harrison, M.A., M.Ed.



As a resident for over 20 years in Newtown, CT, I have a personal connection to the Sandy Hook tragedy to be part of the solution in promoting Social and Emotional learning to schools and communities across the United States and Internationally.

The Choose Love Movement is a culmination of my teaching, counseling, and personal belief in the strong need for SEL for everyone today. The message of '*Nurturing Healing Love*' and the story behind the Choose Love movement is the pathway to healing.

Program Developer and Curriculum Writer for The Choose Love Movement 2020-Present

Organize and Implement teacher- trainings, in-services, and workshops nationally and internationally in person or via Zoom.

Presenter of the Classroom Management Program, Setting Limits in the Classroom 2022- Present

Based on the best-selling book, **Setting Limits in the Classroom** (3rd Edition) Three Rivers Press, 2011. Used in teaching credential programs at CSU, Sacramento, University of North Carolina, Chapel Hill

Ambassador for the Jesse Lewis Choose Love Movement 2018-Present

Working with schools, organizations, and communities to implement The Choose Love curriculum. The CL Movement is now reaching over 3 million students across the US and 100 countries.

Education/Certifications/Awards

- Nurtured Heart Institute Certified Trainer 2022
- MS School Counseling, Western Connecticut State University 2009
- Practicum /Internship Experience at Broadview Middle School and Danbury High School, CT 2008-2009

- Developed and taught SEL curriculums for grades 6-8
- Provided counseling for individual students and groups grades 6-12
- MA Elementary Education, University of Bridgeport 1989
- Awarded "Outstanding Prospective Teacher" from over 200 applicants
- BA Communication Studies, SUNY Oswego 1987

Education Experience

Long Term Substitute Teacher Kindergarten- Grade 7 Chase Collegiate School, Waterbury, CT 2012 - 2014

Grade 1 Teacher, Northeast Elementary School Stamford, CT 1990 - 1996

- Grade Level Leader
- Recipient of grants and awards to enhance student SEL and academic skills.

Rogers Elementary School Intern- One year taught all levels Pre-K-6.

Adult ESL Teacher 1998-2002

Philanthropic Endeavors

- Board Member of Words Alive and Classroom Volunteer 2016- Present
- Mentor for Danbury Public Schools Student 2009 – 2012
- Former President and Member of Women Involved in Newtown 2001-2006
- Co-Founder of the Newtown Lyme Disease Task Force, (Education of tick-borne diseases) 2001-2010

Key Personnel:

Personnel/Title	Annualized Salary
Scarlett Lewis, Founder & Chief Movement Officer	\$ 90,000
Patrick Kerrigan, Director of Client Engagement	\$ 70,000
Douglas Harrison, Chief Executive Officer	\$ 120,000