



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

YV
AW
156A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

May 22, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with GEM Consulting, Hollis, NH (Vendor Code #204409) in an amount not to exceed \$30,000.00 for the period effective July 1, 2014, or upon Governor and Council approval, whichever is later, through June 30, 2015 to provide quality assurances for the i4see data collection system to ensure that the i4see data is complete and accurate. These funds are 100% Federal Funds.

Funding is available in the account titled Longitudinal Data Grant for FY15 as follows:

	FY 2015
06-56-56-563510-61560000-102-500731 – Contracts for Program Services	\$30,000

2. Subject to Governor and Council approval and the contractor’s acceptable performance of terms herein, authorize the Department of Education an option to exercise annual negotiated renewals pending legislative approval of future biennial budgets.

EXPLANATION

Data collected from schools and districts are used in conjunction with assessment data for a variety of reporting and educational needs. This data is required to calculate Adequacy Aid, to conduct the state assessment, to complete federal and state reporting, and to produce many reports requested by the legislature and the public. This data is combined with the state assessment and other national and local assessments to help teachers provide data driven instruction. This i4see Assistant will support the Bureau of Data Management by analyzing assessment data and ensuring accurate assessment reporting to comply with state and federal requirements.

The Request for Proposal (RFP) was advertised in the Union Leader March 24, 2014 through March 26, 2014, and posted on the DOE website from March 21, 2014 to April 4, 2014. There was one vendor responses to the request for proposal (RPF) with submissions that met the requirements of the RFP.

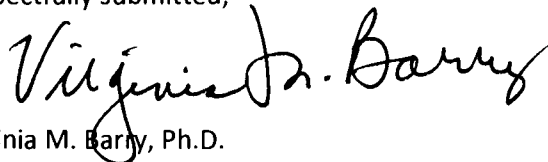
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GEM Consulting has over twenty years of experience working with data and has demonstrated success in prior work with the Department. In a prior contract with the department, from July 1, 2013 to June 30, 2014 Gem Consulting completed the assessment data validation, data analysis and state and federal reporting around assessment data. As a result the Department of Education is recommending approval of a contract with GEM Consulting.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive style with a large, prominent "V" at the beginning.

Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:MLS
Attachments

Priority 1 - PROPOSAL REVIEW SCORE SHEET

Contractor	Rater #1	Rater #2	Rater #3	Combined Total	Score Averages
GEM Consulting	96	100	100	296	97

The proposal review team consisted of the following individuals:

Irene Koffink, Department of Education Administrator III. Ms. Koffink is the Project Manager of the Longitudinal Data Systems Grant which provides a student level database for data driven decisions.

Joe Pipinias, Department Of Education Business Analyst. Mr. Pipinias is responsible for assisting in the development of the Longitudinal Data System, state and federal reporting including assessment data, Educator Information System reporting and ad-hoc reporting

Gretchen Tetreault, Department Of Education Program Specialist. Mrs. Tetreault is responsible for ED Facts reporting that the US DOE requests of the NH Department of Education including assessment data, ad-hoc reporting, Youth Risk Behavior Survey and Health Profile Coordinator.

BUDGET

	Total Fixed Price	Hourly Rate	Hours
GEM Consulting	\$30,000.00	\$60.00	500

100 points

Abstract of Experiences (45)-The applicant is rated on the quality and relevance of previous work experience as presented on the resume as well as an evaluation of performance in previous contractual work for the agency.

Description of Services to be provided (30)-The applicant is rated on the ability to perform one of the priority requirements listed in the RFP as well as the hours and dates available to perform the required services.

Budget (25)-The applicant provides an itemized budget of cost per hour times the number of hours of contracted service to be rendered.

Subject: GEM Consulting

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>GEM Consulting, Lauren A. Heiter, Owner</u>		1.4 Contractor Address <u>20 Arbor Lane, Hollis, NH 03049</u>	
1.5 Contractor Phone Number <u>603-465-3392</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$30,000.00</u>
1.9 Contracting Officer for State Agency <u>Virginia M. Barry, Commissioner of Education</u>		1.10 State Agency Telephone Number <u>603-271-3142</u>	
1.11 Contractor Signature <u>Lauren A. Heiter</u>		1.12 Name and Title of Contractor Signatory <u>Lauren A. Heiter</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/30/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Patricia T. Butler</u> [Seal]		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia T. Butler, Notary Public</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Dr. Virginia M. Barry, Commissioner Department of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara J. [Signature]</u> Director, On: <u>6/9/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/3/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

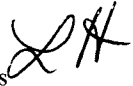
5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials 
Date 5-30-2014

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

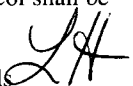
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 5-30-2014

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A

The Services

Services to be Rendered

The GEM consultant will work with the Bureau of Data Management to assist in the following areas:

1. Create sql queries to help ensure the quality of data.
2. Create sql queries to extract the data in specific formats (for example to extract a growth score for each student that can be used by PerformancePLUS to identify student growth).
3. Assist with the creation of EDEN reports and the population of the dimensional data warehouse (in regards to assessment data).
4. Create sql queries and reports to provide information for stakeholders needing reports for the Bureau of Data Management.
5. Assist in other ways as needed with the Bureau of Data Management.

The GEM Consultant may be expected to work or attend meetings at the NH Department of Education in Concord. Contractor should not anticipate compensation for travel to and from the Department of Education.

Terms and Termination of Agreement

1. This Agreement shall be effective from July 1, 2014 through June 30, 2015, with the option for annual negotiated renewals thereafter with prior approval of the Governor and Council.
2. This Agreement may be terminated as follows:
 - a. In the event of a material breach by either Party that is not cured within 30 days after written notice by the non-breaching party; and
 - b. For convenience, upon 120 days prior written notice, provided that in the event of such termination the Parties agree to complete all services that are in progress and provide them pursuant to this agreement.

Contract: GEM Consulting

EXHIBIT B
Estimated Budget: Limitation on Price: Method of Payment

Estimated Budget

Budget (period ending June 30, 2015)

Account number: 06-56-56-563510-61560000-102-500731

Expense Category	Rate	Units	Total
Labor	\$60.00	500 hours	\$30,000.00

Limitation on Price:

This contract will not exceed \$30,000.00.

Method of Payment

Payment to be made on the basis of monthly invoices which are supported by a summary of activities that have taken place in accordance with the specifications of this agreement. Payment terms are net 30 days.

Invoices will be submitted to:

Irene Koffink, Administrator III
Division of Program Support
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contract: GEM Consulting

EXHIBIT C

SPECIAL PROVISIONS

Authorize the waiver of Sections 14.1.1 – 14.3.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEM Consulting is a New Hampshire trade name registered on May 20, 2009 and that Lauren Heiter presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Lauren A. Heiter, as sole member of my business, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of GEM Consulting.

In witness, whereof, I have set my hand as the sole owner of the business this 30 day of May, 2014.




Lauren A. Heiter, Owner

State of New Hampshire

County of Merrimack

On May 30, 2014, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledge that he executed the foregoing certificate.

In witness, whereof, I set my hand and official seal.



Notary

**PATRICIA T. BUTLER
NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires February 6, 2016**

Policy Number: 8991967000 Policy Effective Date: 06/30/2014 Policy Expiration Date: 12/30/2014 At: 12:01 A.M. Standard Time	Page 1 of 2 Renewal Effective Date: 06/30/2014
Named Insured: CHRISTIAN HEITER AND LAUREN A HEITER 20 ARBOR LN HOLLIS NH 03049	Bill To: Credit Card

Insured Vehicle(s)								
Veh	Year	Make	Model	Body Type	Vehicle ID Number	Com/Col Sym	Terr	
1	1995	HONDA	ACCORD	4DR	1HGCD5640SA123658	17/19	16	
2	2008	TOYOTA	HIGHLAN	ST WAG	JTEES41A482093776	19/15	16	
3	2006	TOYOTA	CAMRY L	4DR	4T1BE32K06U732281	20/21	16	

Coverage Description	Applicable Limits	Semi-Annual Premiums		
		1995 HONDA	2008 TOYOT	2006 TOYOT
Liability				
Bodily Injury	\$ 100,000 Each Person/ \$ 300,000 Each Accident	63	72	52
Property Damage	\$ 50,000 Each Accident	53	78	46
Medical Expense	\$ 5,000 Each Person	12	16	14
Uninsured Motorists				
Bodily Injury	\$ 100,000 Each Person/ \$ 300,000 Each Accident	12	12	12
Physical Damage				
		1995 HONDA	2008 TOYOT	2006 TOYOT
Actual Cash Value (ACV) or Limit			ACV	ACV
Collision Less Deductible		\$ 500	\$ 500	85 93
Comprehensive Less Deductible		\$ 500	\$ 500	21 21
Towing and Labor Limit		\$ 50	\$ 50	Incl Incl
Optional Coverages				
Substitute Transportation	\$ 25 Day/\$ 750 Accident			8 8
Total Semi-Annual Premium:	\$ 678.00	Vehicle Totals:	140	292 246

Deductible Savings Benefit (DSB) \$ 50

Deductible Savings reduces Collision or Comprehensive deductibles, excluding towing and glass claims, effective 06/30/2014 for claims occurring after this date. Your next anniversary date is 06/30/2015. See Important Notice for details.

Forms and Endorsements

MPL 6010-000 C116NH NH700A NH702 V550

LAUREN A. HEITER
20 Arbor Lane
Hollis, New Hampshire 03049
(603) 465-3392
(603) 930-9781
LHeiter@att.net

STRENGTHS:

- Detailed knowledge of New Hampshire assessment, accountability, student growth and adequacy data.
- Excellent technical, analytical, problem solving and communication skills.
- Strong knowledge of databases, reporting and data analysis.
- Ability to work with all skill levels to integrate technology into effective solutions..
- Proven ability to learn both business and technical concepts quickly.

SOFTWARE/TOOLS:

- Visual Basic
- Visual C++
- SQL Reporting Services
- Crystal Reports
- SQL views, stored procedures
- HTML
- Microsoft SQLServer
- Microsoft Excel
- Microsoft Access

EXPERIENCE:

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION, Concord, NH **part time 2009 - present**
Data Analyst Consultant to Assessment Department, i4see Analyst Bureau of Data Management

- Designed and developed set of NECAP longitudinal reports for each school and district in the state. Generated html used by state website to make reports available to the public.
- Documented business rules and gathered data from multiple sources for State's New Accountability system and Federal Reporting of Assessment results (EDEN, Table6, CSPP).
- Provided multiple analyses on Assessment data including Blue Ribbon and Focused Monitoring selection process.
- Participated in mapping assessment data into new Data Warehouse.
- Provided source data and testing for AMO calculations and Focus and Priority school selection.

HOLLIS SCHOOL DISTRICT, Hollis, NH
Data Analyst Consultant

part time 2009

- Created Access database to temporarily house NECAP, NWEA and DRA student assessment data. Prototyped custom Crystal reports: Student Profile, NECAP strand analysis, Released Item GLE analysis.
- Increased Leadership team's knowledge of: data available/missing, functionality of current analysis tool (Performance Tracker) and potential of custom analysis.

RIVERBEND COMMUNITY MENTAL HEALTH Inc., Concord, NH
Crystal Report writer

part time 2008 - 2010

- Designed, developed, tested and implemented Crystal Reports for behavioral health organization from SQLServer database.
- Upgraded reports from Crystal 8.5 to Crystal 11.

MANAGEDOPS.COM/THE TAYLOR GROUP, Bedford, NH
Senior Software Engineer/ Senior Business Systems Analyst

1997 – 2002

- Designed, developed and implemented solutions which interfaced with Siebel Call Center and Great Plains/Microsoft Dynamics financial and manufacturing products.
- Participated in advanced business analysis and development tasks including Visual Basic coding, prototyping using Siebel development tools, application and database design, complex SQL stored procedures, UI design, complex report generation, and cross-application roll-back/recovery design. .
- Produced feasibility documents, functional specifications, design documents, test plans and acceptance criteria.
- Managed customer expectations, determined project scope and managed project risks.
- Projects included customized billing system, customized invoice generation system, manufacturing physical inventory and costing system, manufacturing engineering change management system, time tracking and invoicing system, automobile leasing system, web reporting system and purchasing landed cost system.

CODEM SYSTEMS, Merrimack, NH
Senior Software Engineer

1995 – 1997

- Member of team that developed automated world-wide electronic shelf labeling product using C++, SQLServer, Oracle 7, ODBC, Microsoft Foundation Class Library and Rogue Wave tools.
- Led database-related tasks including design, implementation, performance tuning, writing stored procedures, extended stored procedures, triggers and backup and recovery strategy.
- Developed portions of GUI including forms, queries and reports.
- Designed and implemented SQLServer database for government agency in Singapore to locate illegal radio and cell phone activity.
- Investigated data warehousing and data mining tools to analyze large quantities of data for retailers such as Kraft, Frito-Lay, and Gillette.

DIGITAL EQUIPMENT CORPORATION, Marlboro, MA
Senior Software Engineer (earned positions of increasing responsibility)

1984 – 1995

- Proposed, led, designed, developed, tested, implemented, documented and integrated 7x24 statistical process control and engineering data analysis tools and automated data collection systems to improve yields for Semiconductor Computer Integrated Manufacturing team. Provided technical and business recommendations for many projects within the group including manufacturing analysis and reporting, resource tracking and document control software.
- Proposed, led, designed, developed, tested, implemented, documented and integrated various business, management and analysis tools for the Solutions Configuration Infrastructure Engineering department. Developed project proposals, plans, specifications and schedules. Provided consulting for Bethesda Naval Hospital to define and develop hardware and software alternatives to solve healthcare problems.
- Developed systems for Digital Equipment User's Society, Eastman Kodak and Xerox projects and New York State Workman's Compensation system and as member of implementation teams.

FARM CREDIT BANKS, Agawam, MA
Programmer/Analyst

part time 1982 – 1984

- Automated operations of Finance department and provided consulting and training to all levels of Bank staff.

EDUCATION:

Clark University, Worcester, MA B.A. Computer Science and Economics
 G.P.A. 3.64/4.0, Magna Cum Laude, Phi Beta Kappa