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



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

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

September 8, 2016

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

REQUESTED ACTION

Authorize the Department of Education, Division of Program Support to enter into a contract with Demonstrated Success, LLC (DS), Rye, NH (Vendor code 267483), in an amount not to exceed \$116,956.00, to assist the Department in three areas: 1) completion of the Initiative for School Empowerment and Excellence (i4see) system and the PerformancePLUS (P+) system used by schools to improve instruction, 2) completion of the Statewide Longitudinal Data grant activities, and 3) completion of the transition to a fully implemented in-house system of collection and exchange of data for the state-wide student assessment, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled State Assessment-Federal as follows:

	<u>FY 17</u>
06-56-56-5621 10-49930000-102-500731 Contracts for Program Services	\$116,956.00

EXPLANATION

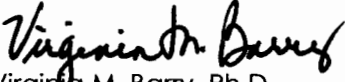
A request for proposals was posted on the Department website on May 13, 2016 through May 27, 2016 and in the Union Leader on June 30, June 31 and July 1. The Department was seeking an individual to assist with the priority areas noted above. Only one proposal was received. It was reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Director, Division of Program Support; Systems Developer, Department of Information Technology; and Program Specialist, Bureau of Data Management. The team recommended this organization.

Demonstrated Success, LLC has significant experience supporting the NH DOE in many roles. Members have worked closely with the implementation of the i4see system as well as the Statewide Longitudinal Data System (SLDS) initiatives and state-wide assessments. Their experience and knowledge will result in greater productivity for the state with minimal time necessary to learn the processes. Together, their breadth and depth of experience will be an asset to the NH DOE in completing the i4see, P+ and SLDS initiatives and transitioning to an in-house system of data collection and use.

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

Respectfully submitted,


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

VMB:SM:emr


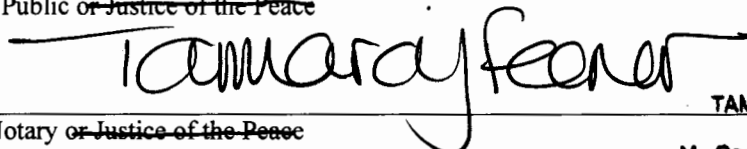
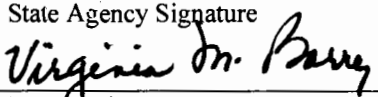
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Demonstrated Success, LLC		1.4 Contractor Address 161 Wallis Road, Rye, NH 03870	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$116,956.00
1.9 Contracting Officer for State Agency Scott J. Mantie, Ph.D., Director, Division of Program Support		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Schwartz, Member	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>Sept. 6th, 2016</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 <div style="text-align: center;">  [Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="text-align: right;"> TAMARA J. FEENER, Notary Public State of New Hampshire My Commission Expires January 27, 2021 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry</u> <u>Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Hullyhan</u> Director, On: <u>9-13-16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jim McIntyre</u> On: <u>9/13/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

SCOPE OF SERVICES

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2017:

i4see Transition

- Work with the NH DOE staff to provide expertise and guidance with any additional changes required to the system.
- Provide knowledge transfer to staff identified as responsible for the system and support.

P+ Transition

- Work with the NH DOE staff to provide knowledge transfer to staff responsible for the P+ system and support
- Work with the NH DOE and vendor to develop a transition plan so the NH DOE can continue to support a core P+ data infrastructure while enabling schools to purchase access to P+

i4see and P+ Toolkits

- Organize existing support and training materials and develop additional support where gaps exist in order to enable in-house staff to provide on-going support of the systems

i4see and P+ Case Studies and Targeted Training

- Create three case studies to demonstrate best practices of school use of P+ or i4see systems

PACE Support

- Work with the PACE schools to implement frameworks in P+ for the PACE common assessment, end of year competency assessments and judgment surveys
- Support schools as they submit this data and as required for the summer summit

Guidance in Prioritizing Data Systems

- Provide guidance and expertise as the NH DOE moves forward to integrate these systems and data

SLDS Support and Training

- Provide guidance and expertise to assist with the completion of the SLDS grant activities
- Assist in developing training materials, in project management and with issues regarding state legislation

Contract between Demonstrated Success, LLC and the New Hampshire Department of Education

State Assessment Data Exchange

- Provide support and assistance to exchange data as required by AIR, Measured Progress and DLM

Additional Support

- Provide support as requested to assist with the state accountability reporting and to share data with P+ to enable school access to P+ reports

**EXHIBIT B
BUDGET**

Priority Areas	Hours	Cost
Program Management and Support (approx. \$126.11/hr.)	339	\$42,753.00
System Implementation (approx. \$100.41/hr.)	194	\$19,481.00
Training & Knowledge Transfer (approx. \$84.97/hr.)	644	\$54,722.00
Total	1,177	\$116,956.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$116,956.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account titled State Assessment - Federal as follows:

FY 17

06-56-56-562110-49930000-102-500731

\$116,956.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Scott J. Mantie, Ph.D.
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT C

There are no modifications to the General Provisions.

ASSIST WITH OVERSIGHT OF ONGOING DEVELOPMENT OF THE EDUCATOR INFORMATION SYSTEM

Contractual Services

NAME	Abstract of Applicant's Experience	Description of Services to be Provided	Quality of Budget/Budget Narrative	Total
Demonstrated Success, LLC	(45 pts.) 43.33	(30 pts.) 27	(25 pts.) 18.33	(100 pts.) 88.66

Scoring Rubric

The people responsible for the review of the proposal include the following individuals:

Scott Manife, Ph.D., Director, Division of Program Support; Teresa Vincent, Systems Developer, Department of Information Technology; Gretchen Tetreault, Program Specialist, Bureau of Data Management

The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.

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 Demonstrated Success, LLC is a New Hampshire limited liability company formed on November 18, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Michael F. Schwartz, as a Sole Member of my Limited Liability Company, Demonstrated Success, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Demonstrated Success, LLC.

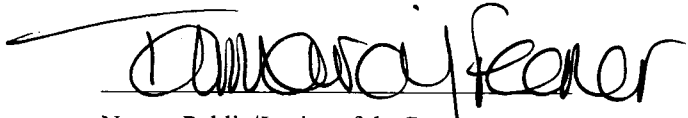
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Member of the Limited Liability Company this 6 day of September, 2016.


Sole Member

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 6th day of Sept., 2016, before me, Tamara J. Feener the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Member of Demonstrated Success, LLC, a Limited Liability Company, and that he, as such Sole Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission expires:

TAMARA J. FEENER, Notary Public
State of New Hampshire
My Commission Expires January 27, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2016

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 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 Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): E-MAIL ADDRESS: emma@kaneins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Demonstrated Success LLC	INSURER A: Sentinel Insurance Co	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL168914016

REVISION NUMBER:

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:			8/10/2016	8/10/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Operations usual and customary to education consulting.

CERTIFICATE HOLDER**CANCELLATION**
 NH Department of Education
 The State of New Hampshire

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

Emma Pankey/PANKEY

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Michael F. Schwartz

Education

University of New Hampshire, Durham, NH
PhD Education - Leadership and Policy

Harvard University, Cambridge, MA
Masters in Public Administration, 2000

Georgia Institute of Technology, Atlanta, GA
Bachelors in Computer Science, 1989

Professional Experience

'01 - present

Vendor

New Hampshire Department of Education, Concord, NH

- Lead development of Educator Evaluation System and related Processes
- Providing support and guidance for SLDS grant.
 - Provide oversight for grant outcomes.
 - Developed Learning Paths (on-line courses) as part of professional development offerings.
 - Help lead effort to implement NH Networks – an on-line social network.
- Leading i.4.see initiative – Initiative for School Empowerment and Excellence
 - Co-directing effort to implement data driven decision system to help district and school educators use data to inform instruction.
 - Leading effort to implement state-wide effort to collect student level data
 - Solution includes high degree of data validation and verification
 - Solution includes components from data definition and collection to data use and analysis
 - Co-directing effort to build education research group of NH state-wide researchers.
 - Working with legislators and DOE cabinet to create support and integrate within agency
 - Assisting efforts to expand P-12 student level collection to include early childhood and postsecondary institutions.
- Providing guidance in recruitment and licensing of educators
 - Assisting with development of new Education Information System including NCLB requirements, as well as, teacher and course information.

'00 – '02

Consultant

Massachusetts Department of Education, Malden, MA

- Lead role reviewing and implementing Certification Regulations
 - Organized and performed regulation reviews.
 - Led proposal effort and secured multi-million dollar grant for on-line educator certification and recruitment system.
 - Directed efforts of a \$2.6 million system to recruit and certify educators as well as approve educator preparation programs. This program received the national NASCIO award for Government to Citizen programs.
- Led efforts to promote educator programs and recruit prospective educators.
 - Led efforts to leverage technology to attract, recruit and retain the best educators in Massachusetts.
 - Improved program application process to select best and brightest prospective educators into select programs.
 - Recruited prospective educators from universities across the country and promoted alternative certification programs.
- Led efforts to uncover marketing mechanisms to recruit educators.
 - Compiled program brochure to market state incentive and support programs for educators.
 - Leveraged internet to reach out to prospective and current educators.

'89 – '99

Management Consultant

Accenture, Atlanta, GA and Boston, MA

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.

- Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
- Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.
 - Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
 - Project recovery: brought into fledgling technology development effort to guide a critical business implementation.
 - Programs included such activities as managing teams of more than 30, delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

'86 – '88

Cooperative Program

IBM Advanced Education Systems, Atlanta, GA

- Worked on team marketing educational and literacy products. Developed customer relationship management system. Products were early generation of interactive video used for a variety of training environments from physician education to inmate literacy programs.

Other Related Experience

2005 to 2014

Member, Rye School Board

2004 to 2011

Member, Foundation for Seacoast Health

2004 to 2005

Leadership for New Hampshire

2001 to 2013

Rye Education Foundation – Board Member / Grants Committee

2001 to 2004

Board Chair and Member, A Safe Place

1992 to 2013

Additional Involvement: Public Policy Committee, Daycare Board, Political Campaigns, several other boards and many additional fundraising events.

Technology Experience

Software Development

- All aspects of development from design to programming; from database development to training

References

Dr. Judith Fillion

Mr. Dean Hupp

Assistant Superintendent David Ryan

KAREN MATSO

EDUCATION EXPERIENCE

DATA COLLECTION AND DATA USE TRAINER

5/09-6/11 and 11/12- Present

New Hampshire Department of Education, Concord, NH
-Train educators in PACE, P+ and NH Networks tools
-Facilitate data and strategic planning meetings

EDUCATIONAL CONSULTANT

11/12-8/14

Southeastern Regional, Educational Service Center (SERESC), Bedford NH
-Develop and analyze Needs Assessment Surveys
-Present to teams on Common Core Transition
-Facilitate school-based teamwork on Common Core
-Develop Common Core transition plans with administrative teams

EDUCATIONAL CONSULTANT

03/14-10/14

Public Consulting Group (PCG), Portsmouth, NH
-Deliver full-day Literacy Common Core Workshops

RTI COORDINATOR

7/10-6/12

York Schools, York Maine
-Train staff to use Pearson Inform student data tool
-Facilitate grade level PLC's
-Analyze district wide data
-Develop protocols for RTI all levels
-Facilitate RTI leadership teams

ADOLESCENT LITERACY SPECIALIST

9/05-6/09

Kittery Schools, Kittery, ME
-Trained staff in methods to integrate literacy instruction into content areas
-Trained staff to access and interpret student data
-Conducted school-wide assessment of reading and writing skills
-Provided 1-1 and small group instruction to Middle and High School students

PRIVATE CONSULTANT

11/04-8/05

Exeter Speech Language and Education Associates, Exeter, NH
-Conducted formal and informal literacy assessments for students, ages 8-17
-Provided diagnostic instruction in reading and writing skills
-Provided instruction in reasoning and meta-cognition

ENTREPRENEUR

9/02-8/05

Homeschool Ed-Venture, Kittery, ME
- Researched market and networked to build clientele
-Developed and distributed marketing materials
-Designed and taught yearlong curriculum for High School students
-Designed and taught short literacy courses to students ages 11-17

(over)

SPECIAL EDUCATION TEACHER

- Designed and implement curriculum for special needs students.

- Facilitated team meetings for Individual Education Plans.
- Performed educational assessments.
- Supervised assistants.

Mast Way School, Lee, NH 8/99-11/01

Barrington Elementary School, Barrington, NH 8/97-6/99

Mary McDowell Center for Learning, Brooklyn, NY 9/96-8/97

REGULAR EDUCATION TEACHER

Compton Unified School District, Compton, CA 9/91 - 6/93
 - Taught bilingual third grade in East Los Angeles.

SOCIAL WORK EXPERIENCE

SOCIAL WORKER

Big Sisters, New York, NY 9/95 - 5/96
 - Provided individual and group therapy in school setting.

The Legal Aid Society, Brooklyn, NY 9/94 - 9/95
 - Provided case management and therapeutic services for adolescents and children involved in delinquency and neglect cases.

SPECIALIZED TRAINING

Pearson Inform Student Assessment System Present

Performance Plus Student Assessment System 5/09-6/11

HONORS

Teach For America, Los Angeles, CA. 9/91-6/93

EDUCATION

University of Southern Maine, Portland Maine
 Certification Advanced Studies Educational Leadership Present

MS. Ed., Bank Street College. New York, NY. Special Ed. Concentration 5/97

MSW., Columbia University, New York, NY 5/97

Teaching Credential, California State University, Dominguez Hills;
 Licensed to teach in the States of N.H. and ME 9/93

BA., Colgate University, Hamilton, NY. English Major, Peace Studies Minor 5/91