

195 8/7



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

Paul K. Leather
Deputy Commissioner
Tel. 603-271-3801

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 28, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Education to secure the services of Community & School Partners, LLC, Rye, New Hampshire (Vendor Code # 159040) for the purpose of continued support with the Initiative for School Empowerment and Excellence. The total amount not to exceed \$279,822 upon Governor and Council approval for the period effective from July 1, 2013 through June 30, 2015, pending legislative approval of the next biennium budget.

These funds are available from and are 100% Federal Funds:

Account #	FY 2014	FY2015
06-56-56-563510-61560000-046-500464	\$89,659	\$89,659
06-56-56-562010-32770000-046-500464	\$5,702	\$5,702
06-56-56-566010-70040000-102-500731	\$11,000	\$11,000
06-56-56-562510-41100000-046-500464	\$25,000	\$25,000
06-56-56-564010-30020000-046-500464	\$4,500	\$4,500
06-56-56-565010-60320000-046-500465	\$4,050	\$4,050

EXPLANATION

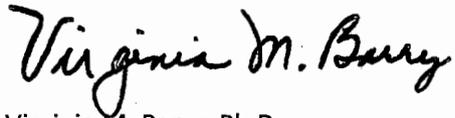
The New Hampshire Department of Education and local school districts are continuing to expand upon the many successful uses of the Initiative for School Empowerment and Excellence (i4see) and to further enable implementation that fosters data driven instruction through the use of PerformancePLUS. The i4see system is the central method used by the Department to collect student level data. By collecting and sharing student level data through this initiative, the Department is in a position to help schools follow the progress of every individual child. The initiative enables both the state and schools to access data to consider the growth of students over time.

This information is critical to the evaluation of metrics that will be used to measure an adequate education. Community & School Partners, LLC continues to lead outstanding work in this area and will provide a wealth of experience leading to the development of a data driven culture in schools throughout New Hampshire.

Community & School Partners, LLC will provide expertise and guidance in the following areas; student level data, the NH DOE Education Reform Agenda, the Initiative for School Empowerment and Excellence, PerformancePlus data analysis, the NH Data Warehouse project, the P20 Legislative needs for data collection, as well as the additional DOE Data Systems and the DOE data environment.

An advertisement was placed in the Union Leader from April 3 through April 5, 2013, and an RFP was posted on the Department website from April 2 through April 15, 2013. Community & School Partners, LLC was the sole bidder. New Hampshire Department staff members Dr. Judith Fillion, Ginny Clifford, and Irene Koffink, who are knowledgeable about the services needed, scored the proposal and recommended that Community & School Partners, LLC provide the services.

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

PROPOSAL REVIEW SCORE SHEET

Contractor	Reviewer 1 total score	Reviewer 2 total score	Reviewer 3 total score	Average Score
Michael Schwartz	96	97	97	97

100 Points based on the following RFP requirement:

Proposals will be reviewed for completeness and eligibility. Ineligible or significantly incomplete proposals will be returned. A review panel will evaluate applications according to application requirements. The number of points to be awarded for each of the proposal elements is shown in parentheses. Each proposal shall include:

- a. (zero to 55 points) a concise abstract of your experiences that explain the background you would bring to this role
- b. (zero to 30 points) a description of the services that you could provide to meet the goals of this RFP
- c. (zero to 15 points) an itemized budget including an hourly fee

Subject: 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 <div style="border: 1px solid black; padding: 2px;">Department of Education</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">101 Pleasant Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Community & School Partners, LLC</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">161 Wallis Road, Rye, NH 03870</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-548-8898</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">See Exhibit B</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2015</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$279,822</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Virginia M. Barry, Commissioner of Education</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-3855</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Michael F. Schwartz, Member</div>	
1.13 Acknowledgement: State of NH , County of Merrimack On 6/6/13 , 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="border: 1px solid black; padding: 2px;">[Seal] </div>		DAWN M. LAFLAM, Justice of the Peace My Commission Expires March 20, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; height: 25px;"></div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Virginia M. Barry, Commissioner</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6/6/13			
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 MA
Date 6.6.13

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 MA
Date 6-6-13

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
SCOPE OF SERVICE

Beginning July 1, 2013, through June 30, 2015, Community & School Partners will provide the following services:

1. The contractor will work with the Department division leaders, the bureau of data management, department staff and the technology staff to provide expertise and guidance to use and expand the i4see: Data Collection and Data Sharing systems. The contractor will also work with the Department and field users (SAU and school personnel) to identify opportunities for use of the i4see system and awareness of the system. More specifically:
 - a. The contractor will provide expertise and guidance for the continued enhancement of the i4see system used at the DOE to collect data. The contractor will also provide guidance to DOE staff to help ensure all i4see submissions are completed by school districts.
 - b. The contractor will provide guidance on how to enable DOE staff greater access to data.
 - c. The contractor will analyze student data for special reporting requests.
 - d. The contractor will provide expertise in understanding the national trends in student level data collection.
 - e. The contractor will work with the Bureau of Accountability to facilitate the collection and exchange of data with Measured Progress, the state-wide assessment provider.
 - f. The contractor will work with Department staff to assist with the continued roll-out of PerformancePLUS.
 - g. The contractor will work with Department leadership to provide expertise and guidance in prioritizing data systems and data system efforts at the Department.
 - h. The contractor will also provide guidance as requested to other Department technology efforts that intersect with the i4see work. Example efforts include:
 - i. the State Longitudinal Data Systems (SLDS) grant
 - ii. the 21st century after school program
 - iii. GED program
 - iv. Career and Technical Education
 - v. Special Education
 - vi. English Language Learners
 - vii. Food and Nutrition
 - viii. Drop out accounting and dropout prevention
 - ix. State Scholars Initiative
 - x. District Report Card and School District Profile
 - xi. Priority and Focus Schools
 - xii. State and Federal Reporting (e.g. NEI-REL, State Legislator, etc.)
 - xiii. other requests as they are identified.

Contractor Initials: MS
Date: 6.6.13

Contract: Michael Schwartz

EXHIBIT B

Limitation on Price:

The fixed fee contract will not exceed \$279,822 upon Governor and Council approval for the period effective from July 1, 2013 through June 30, 2015, pending legislative approval of the next biennium budget.

These funds are available from and are 100% Federal Funds:

Account #	FY 2014	FY2015
06-56-56-563510-61560000-046-500464	\$89,659	\$89,659
06-56-56-562010-32770000-046-500464	\$5,702	\$5,702
06-56-56-566010-70040000-102-500731	\$11,000	\$11,000
06-56-56-562510-41100000-046-500464	\$25,000	\$25,000
06-56-56-564010-30020000-046-500464	\$4,500	\$4,500
06-56-56-565010-60320000-046-500465	\$4,050	\$4,050

Method of Payment:

Payment to be made on the basis of bi-weekly or monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract as stated in Exhibit A. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

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

Contractor Initials: MS
Date: 6.6.13

Contract: Michael Schwartz

EXHIBIT C

Contractor will carry appropriate levels of insurance per provision 14.1.1-14.3.

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

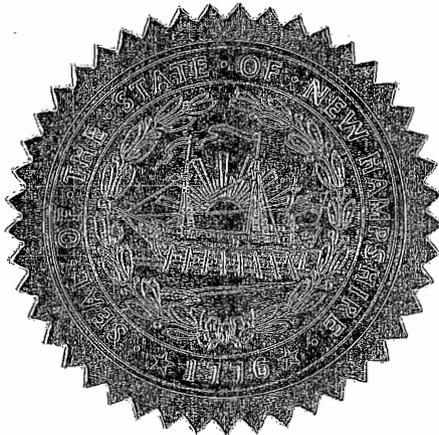
Contractor Initials: MS
Date: 8-6-13

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 COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire limited liability company formed on July 3, 2000. 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 28th day of May, A.D. 2013

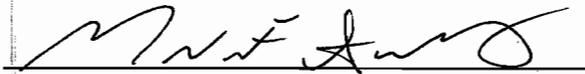
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael F. Schwartz, 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 Community & School Partners, LLC.

In witness, whereof, I have set my hand as the sole owner of the business this 6th day of June, 2013.



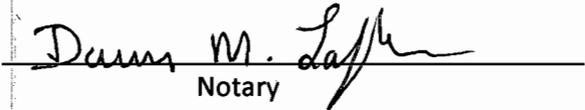
Michael F. Schwartz, Member

State of New Hampshire

County of Merimack

On 6/6/, 2013, 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

DAWN M. LAFLAM, Justice of the Peace
My Commission Expires March 20, 2018

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder	Community & School Partners LLC
Address of policyholder	161 Wallis Rd., Rye, NH 03870
Location of operations	161 Wallis Rd., Rye, NH 03870
Description of operations	Business

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
94-BC-Q468-7	Comprehensive Business Liability	01/26/13	01/26/14	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

NH Department of Education
 101 Pleasant Street
 Concord NH 03301

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
 agent staff 05/28/2013
 Title Date
 aileen dugan
 Agent Name
 Telephone Number 603-433-3114

Agent's Code Stamp
 Agent Code 29/92EB
 AFO Code F876

Michael F. Schwartz

161 Wallis Road, Rye, NH 03870

Voice: 603.271.7455 Cell: 603.548.8898 * * * Email: mschwartz@ed.state.nh.us

Education

University of New Hampshire, Durham, NH, ABD
Currently enrolled Leadership and Policy PhD Program

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

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

Professional Experience

'01 - present

Consultant

New Hampshire Department of Education, Concord, NH

- 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. Implementation of PerformancePLUS and other data access tools.
 - 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 educator licensure, educator assignments, as well as, teacher and course information.
 - Led integration of educator and student roster information.
- Commissioner's Task Force on Effective Teaching
 - Member of Phase II Task Force
 - Helped develop model for evaluation of teachers

'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 critical business implementation.
 - Working in team environments: led many technology programs, focusing on high quality results, project success, and delivery of significant value to our clients and our firm. 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 literacy programs for prison inmates.

Other Related Experience

2005 to present

Board Chair and Member, Rye School Board

2004 to 2010

Member, Foundation for Seacoast Health

2004 to 2005

Leadership for New Hampshire

2001 to present

Rye Education Foundation – Board Member / Grants Committee

2001 to 2004

Board Chair and Member, A Safe Place

1992 to current

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

Technology Experience

Software Development

- All aspects of deveoplment from design to programming; from database development to training
- Cobol, C, and other languages; SQL and database knowledge
- Web development
- Project Management tools

Reference: Karen Matso (207) 752-2432 – Rebecca Gagnon (603) 746-4167