

45



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

Paul K. 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  
Citizens Services Line 1-800-339-9900

February 11, 2014

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

**REQUESTED ACTIONS**

Authorize the New Hampshire Department of Education to enter into a contract with Creative Educational Consulting, LLC, Hollis, NH (Vendor code 210265) to provide technical assistance to school districts regarding the implementation of the New Hampshire Preschool Outcome Measurement System. The contract will be effective from July 1, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2016 in an amount not to exceed \$110,000.00. **100% Federal Funds.**

Funding is available in the account as follows, pending legislative approval of the next biennial budget, with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

	<u>FY'15</u>	<u>FY'16</u>
06-56-56-562510-21840000-102-500731	\$55,000.00	\$55,000.00

**EXPLANATION**

The Bureau of Special Education is legislatively mandated to provide technical assistance based on the following:

RSA 186-C:3-a III ~ the Department shall provide technical assistance and information to the school districts so that the districts may effectively and efficiently identify, clarify and address responsibilities under State and Federal special education laws. Whenever technical assistance of a specialized nature, beyond that available in the Department, is required, the Department shall assume a leadership role in identifying sources of such assistance in other state agencies, the federal government, volunteer services or the private sector.

34 CFR 300.704 State level activities: for support and direct services, including technical assistance, personnel preparation, and professional development and training.

The purpose of this contract is to work in conjunction with the NH Department of Education, Bureau of Special Education to implement the Preschool Outcome Measurement System (POMS), as described in Indicator 7 of the NH State Performance Plan for Special Education (SPP). All States are required to measure outcomes for

preschoolers with disabilities by the US Department of Education Office of Special Education Programs through the Individuals with Disabilities Education Act (IDEA).

**Indicator 7:** Percent of preschool children aged 3 through 5 with IEPs who demonstrate improved:

- A. Positive social-emotional skills (including social relationships);
- B. Acquisition and use of knowledge and skills (including early language/communication and early literacy); and
- C. Use of appropriate behaviors to meet their needs.

A Request for Proposals (RFP) “Preschool Outcome Measurement System: Technical Assistance and Data Supports” was advertised in the Manchester Union Leader, July 25, 2013, July 26, 2013, and July 28, 2013, and posted to the New Hampshire Department of Education website.

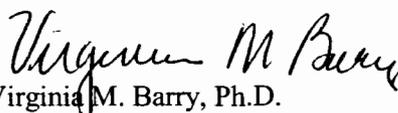
One (1) proposal was received by the deadline of August 23, 2013: Creative Educational Consulting, LLC. A review committee of three (3) reviewed the proposal and recommend a contract with Creative Educational Consulting, LLC (see attached rubric).

The Department of Education would like to contract with Creative Educational Consulting, LLC due to a successful history of providing technical assistance to New Hampshire school districts regarding preschool outcome data and Individualized Education Program (IEP) development. Districts continue to require support with conducting authentic assessments, collecting and reporting timely and accurate data, developing effective and compliant IEPs and understanding how to use data to improve programs and results for preschool children with disabilities. Creative Educational Consulting, LLC has established relationships with the publishers of the web-based tools that are used for assessment and data collection. These relationships allow the vendor to clarify terminology and problem-solve challenges with the publishers to benefit New Hampshire. Creative Educational Consulting, LLC has assisted the Bureau of Special Education in their work around various projects and programs including: supported data reporting and the development of improvement activities for the State Performance Plan and Annual Performance Report for Special Education; editing and revising new language for the New Hampshire Rules for the Education of Children with Disabilities.

This contract will be evaluated by the Department through monthly monitoring of the services provided. In addition, the vendor will submit reports to the Department on their progress in meeting the objectives of this contract.

In the event that the 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:BJR  
Attachments

## Final Review Rating Sheet

### Preschool Outcome Measurement System: Technical Assistance and Data Supports

Applicant: Creative Educational Consulting, LLC Date of Review: 9/19/13

Criteria for RFP	Possible Points	Points Earned	Comments
<p><b>10.1 Significance of Proposal:</b> Description of applicant's abilities to meet or exceed the <b>Minimum Requirements (1.0)</b> including a description of their work experience and educational background in providing technical assistance and support for program improvement in educational settings. This will include a review of the letter of interest, letters of recommendation and resume.</p>	40	39	<ul style="list-style-type: none"> <li>• Masters-Sped/LD</li> <li>• 35+ years in special education</li> <li>• POMS TA consultant since 2008</li> <li>• Demonstrated knowledge of various POMS components and issues as well as skills in sped rules and policies</li> <li>• Did not specifically address authentic assessment</li> <li>• Strong evidence of collaboration with PTAN, State and national players</li> </ul>
<p><b>10.2.1 Quality of Services to be Provided:</b> Technical Skill, including, but not limited to, facilitation, collaboration, presentations, report writing, and product development</p>	30	30	<ul style="list-style-type: none"> <li>• Various presentations as Educator and TA consultant</li> <li>• Proposal well-written and organized</li> <li>• Evidence of facilitation &amp; meeting organization (round tables, etc)</li> <li>• Letters of support, resume and products demonstrate high-level of knowledge and skill across all areas</li> <li>• Collaboration with PTAN and state, effective work with publishers and districts</li> </ul>
<p><b>10.2.2 Quality of Services to be Provided:</b> Content Knowledge, including but not limited, to State and federal laws, SPP/APR, policy and procedures, NH Preschool Outcome Measurement System and other areas of specialized knowledge that supports the accomplishment of the Services to be Provided</p>	30	30	<ul style="list-style-type: none"> <li>• Very knowledgeable about POMS and SPP/APR</li> <li>• Work results in improved data quality as well as better outcomes for preschool children with IEPs</li> <li>• Knows the special education process and writing measurable goals</li> <li>• Vast array of well-written, accurate and easy to use tools/resources</li> </ul>
<b>Total</b>	100	99	

The reviewers' highly recommend that this applicant be awarded the contract for this RFP.

Reviewer 1: Amy Jenks



Reviewer 2: Bridget Brown



Reviewer 3: Ruth Littlefield

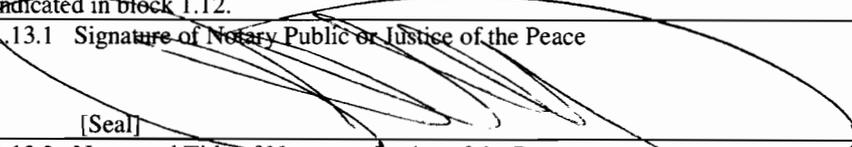
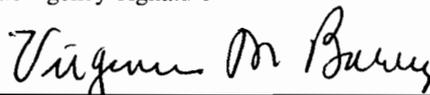
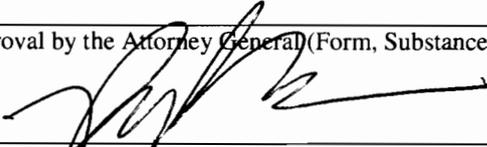
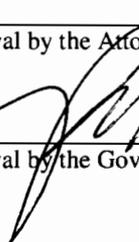


Subject: Preschool Outcome Measurement System - Special Education FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH State Department of Education, Bureau of Special Ed</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Creative Educational Consulting, LLC</u>		1.4 Contractor Address <u>192 Wheeler Road, Hollis, New Hampshire 03049-5930</u>	
1.5 Contractor Phone Number <u>603-465-2672</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$110,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Ed</u>		1.10 State Agency Telephone Number <u>603-271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Mary Beth LaSalle, Creative Educational Consulting, LLC</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/7/13</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>CAROL P. ANGOWSKI, Notary Public</u> My Commission Expires: <u>6/6/14</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
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: <u>2/18/14</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: hjs  
Date: 11/7/13

## 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

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 SERVICES

Creative Educational Consulting, LLC will provide the following services to the New Hampshire Department of Education from July 1, 2014, or date of Governor and Council approval, whichever is later, through June 30, 2016:

**Priority 1:** Support the Bureau with **data collection and analysis** for federal reporting for Indicator 7: Preschool Outcomes in the NH Special Education State Performance Plan (SPP) and Annual Performance Report (APR).

**Priority 2:** Provide **technical assistance** to districts regarding the implementation of the NH Preschool Outcome Measurement System, specifically with respect to: the web-based data systems for each of the assessment tools used in NH; authentic assessment; and the development of measurable annual goals for preschool children with disabilities.

**Priority 3: Coordinate** with the NH Preschool Technical Assistance Network (PTAN) and with the national organizations such as the Early Childhood Technical Assistance Center (ECTA) and the Early Childhood Outcome Center to identify and meet needs relative to the Preschool Outcome Measurement System (POMS).

- Assist the Bureau of Special Education with activities designed to support the development and implementation of the Preschool Outcome Measurement System, Indicator 7 in the State Performance Plan (SPP) and Annual Performance Report (APR);
- Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines for the implementation of preschool outcome measurement system and IEP development, review and revision;
- Provide technical assistance to school districts regarding data quality, data analysis, and data verification;
- Provide technical assistance to school districts regarding the utilization of data for program improvement purposes, to demonstrate child progress, and to inform IEP progress;
- Provide technical assistance to school districts regarding authentic assessment;
- Design, schedule and implement presentations assigned for school district personnel, and parent groups as applicable (i.e. IEP Measureable Annual Goals; POMS Data Use for Program Improvement, etc.);
- Produce, in conjunction with Bureau staff, preschool special education technical assistance documents for statewide dissemination;
- Create documents used in technical assistance activities and submit to the Bureau Administrator prior to dissemination. All documents created shall be the property of the Bureau of Special Education;
- Participate in national workgroup meetings and conferences related to POMS;
- Participate in Bureau department meetings periodically to share information as required; and
- Attend other assigned meetings that support the Bureau of Special Education initiatives.

Initial DKB  
Date 11/11/13

Exhibit B

Budget

Budget (through June 30, 2016)

Account number: 06-56-56-562510-21840000-102-500731

	<u>FY'15</u>	<u>FY'16</u>
Professional services (\$50.00 per hour) (to include travel time)	\$50,000.00	\$50,000.00
Travel ~ Participation in national workgroups/conferences related to Preschool Outcomes Measurement System	\$5,000.00	\$5,000.00
Total	\$55,000.00	\$55,000.00

*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 \$55,000.00 annually.

*Method of Payment:*

Payment will be made on the basis of monthly invoices that are received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract.

Barbara Raymond, Administrative Supervisor  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Initial BR  
Date 11/7/13

## Exhibit C

Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1 and 14.1.1. The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached auto insurance declaration page.

Initial MSJ  
Date 11/7/13

**CERTIFICATE OF AUTHORITY**

(For a Sole Proprietor, LLC)

I, Mary Beth LaSalle, as sole owner of my business, Creative Educational Consulting, LLC, certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business, Creative Educational Consulting, LLC, this 7<sup>th</sup> of November, 2013.

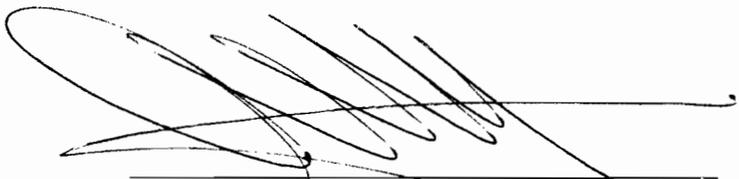
Mary Beth LaSalle  
Sole Owner

State of New Hampshire \_\_\_\_\_

County of Merrimack

On November 7, 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 acknowledged that she/he executed the foregoing certificate.

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

  
\_\_\_\_\_  
Justice of the Peace / Notary Public  
CAROL P. ANGOWSKI Notary Public  
My Commission Expires: 6/6/14

# 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 Creative Educational Consulting, LLC is a New Hampshire limited liability company formed on September 9, 2009. 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 28<sup>th</sup> day of October, A.D. 2013

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

William M. Gardner  
Secretary of State



FARM FAMILY CASUALTY INSURANCE COMPANY  
POLICY NUMBER

SERVICE CENTER  
P. O. BOX 10787  
SPRINGFIELD, MISSOURI 65808-0787  
(417) 877-5409 • www.farmfamily.com

POLICY TERM  
12-05-13 TO 12-05-14  
AND SUBSEQUENT RENEWALS.

THIS FAMILY AUTOMOBILE AMENDED DECLARATION  
REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND  
ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.  
METHOD OF PAYMENT: EASY PAY PLAN - 0435954

NAMED INSURED AND ADDRESS  
LASALLE, & MARY E

CHANGE EFFECTIVE: 12-06-13  
ORIGIN: AGENT  
CHANGES: VEH, COV, LIEN

RATING ADDRESS:

AGENT: 2506F-P 1-55#  
ANDREW JELLIE  
59 S MAIN ST  
CHARLESTOWN NH 03803-0385

FOR CUSTOMER SERVICE:  
803-828-4830

DESCRIPTION OF INSURED PROPERTY

RATED	VEH DR DESCRIPTION	ID NUMBER	TYPE
1 2	2014 JEE GRAND CHEROKE		AUTO

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	14 JEE GRAND CHER
BODILY INJURY LIABILITY	\$127.00
LIMIT PER PERSON/OCCURRENCE	300,000/500,000
PROPERTY DAMAGE LIABILITY	\$148.00
LIMIT PER OCCURRENCE	100,000
MEDICAL PAYMENTS	\$28.00
LIMIT PER PERSON	5,000
UNINSURED MOTORIST	\$89.00
LIMIT PER PERSON/ACCIDENT	300,000/500,000
COMPREHENSIVE	\$105.00
DEDUCTIBLE	100
ADDED COVERAGE ENDORSEMENT	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000
COLLISION	\$192.00
DEDUCTIBLE	500
ADDED COVERAGE ENDORSEMENT	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED
LIMIT PER DAY/AGGREGATE	25/750
<b>TOTAL</b>	<b>\$867.00</b>

VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	ANDREW JELLIE
TOTAL PREMIUMS	\$667.00	\$0.00	\$0.00	\$667.00
DATE PRINTED	12/06/13	THIS IS NOT A BILL. SEE BILLING NOTICE FOR AMOUNT DUE.		SEE DECLARATION SECTION I (A) FOR ADDITIONAL INFORMATION. SEE REVERSE SIDE FOR IMPORTANT INFORMATION.
E9D-06-46				AUTHORIZED REPRESENTATIVE