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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

August 21, 2015

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Pingora Consulting, LLC, Lander, WY (vendor code 266507), as an Independent Organization for Program Evaluation and Quality Assurance. This contract will be effective from October 1, 2015 through June 30, 2016, in an amount not to exceed \$78,480.00. These are 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Special Education- Elem/Sec.

| | |
|-------------------------------------|--------------|
| | <u>FY'16</u> |
| 06-56-56-562510-41100000-102-500731 | \$78,480.00 |
| Contracts for Program Services | |

EXPLANATION

Pursuant to RSA 186-C:5 the State Board of Education adopted rules establishing a process and standards for the approval and monitoring of programs of education that are maintained by school districts, regional special education centers, and private organizations or state facilities for the benefit of children with disabilities, including chartered public schools, home-based programs and alternative schools or programs. The goal of the program approval and monitoring process is to ensure that these enumerated programs comply with federal and state law.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

August 21, 2015

Page - 2 -

The purpose of this contract is to provide the New Hampshire Department of Education, Bureau of Special Education with the services of an independent nationally recognized organization, in accordance with RSA 186-C:5(IX), to conduct program evaluation and quality assurance to evaluate the effectiveness of the program approval and monitoring system process to ensure that the activities enumerated in RSA 186-C:5 are carried out in an efficient manner.

A Request for Proposals (RFP) "Independent Organization for Program Evaluation and Quality Assurance" was advertised in the Manchester Union Leader, February 22, February 23, and February 24, 2015 and posted onto the New Hampshire Department of Education website.

Three (3) proposals were received by the deadline of March 27, 2015: Pingora Consulting, LLC, (Pingora), Measurement Incorporated, and Key2Ed. A review committee consisting of Bureau of Special Education Staff Ruth Littlefield and Amy Jenks, SAU #13 Special Education Director Raina Chick and Disability Rights Center, Attorney Karen Rosenberg reviewed the proposals and recommend contracting with Pingora Consulting, LLC (see Attachment A).

The Department of Education would like to contract with Pingora as they have combined special education experience across the field with its team of special education experts; legal consultants, and data analysts who cover all aspects of special education from legal and regulatory to programmatic and organizational issues.

Pingora has the experience to systemically analyze multiple data points to determine the overall efficacy, effectiveness, and timeliness of the program approval and program monitoring /verification systems; benchmark findings against federal and state legal and regulatory standards to include activities in RSA 186:C:5 Program Approval, Monitoring, and Corrective Action. Throughout the evaluation process, Pingora will analyze the Department's staffing capacity to carry out the activities of RSA 186:C:5 in managing, analyzing, and verifying data, coordinating noncompliance and corrective actions, monitoring, and/or supervising corrective actions and sanctions; they will assess and provide feedback to the Department on the steps the Bureau has taken in response to the recommendations received in the 2012 program evaluations; and provide recommendations to the Department and the Bureau on how best to address specific findings resulting from this independent evaluation.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

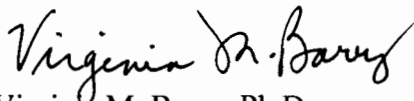
August 21, 2015

Page - 3 -

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 its 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,

A handwritten signature in cursive script that reads "Virginia M. Barry".

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

ATTACHMENT A

Independent Organization for Program Evaluation and Quality Assurance
2015

| Applicant Name | 7.1.1 A resume and detailed statement of the bidder's professional qualifications and experience including references | 7.1.2 A statement describing the bidder's interest in this project and the relevance of this contract to the bidder's professional activities (15 points) | 7.1.3. A narrative, which addresses the responsibilities as outlined in Section 1.0 of this RFP, describing the bidder's related experience, insights and proposed evaluation approach including evaluation tools, methods and strategies (35 points) | 7.1.4 A detailed budget and justification related to the bidder's services in the capacity described in the above Section 2.0. 7.1.4.1 Cost factor (25 points). 7.1.4.2 Adequate resources to provide required services that are detailed in the budget (5 points). (Total 30 PTS) | Total Score |
|--------------------------|---|---|---|---|-------------|
| Pingora Consulting | 18.25 | 14.5 | 31 | 29.5 | 93.75 |
| Measurement Incorporated | 16.25 | 10.5 | 25.75 | 20 | 72/75 |
| Key2Ed | 12.5 | 7.12 | 13.75 | 13.25 | 46.62 |

The committee members responsible for the review of the Independent Organization for Program Evaluation and Quality Assurance proposals include the following individuals:

- Ruth Littlefield – Education Consultant – Special Education
- Amy Jenks – Program Specialist III – Special Education
- Raina Chick – SAU #13 Special Education Director – NHASEA representative
- Karen Rosenberg – Attorney, Disability Rights Center – Education Organization

The scoring for this proposal was conducted employing a consensus model.

The role of the committee members was advisory in nature. They provided information, analysis, and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

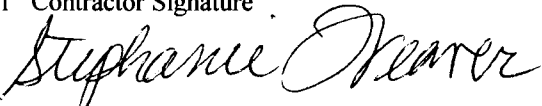
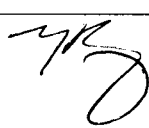
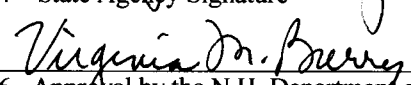
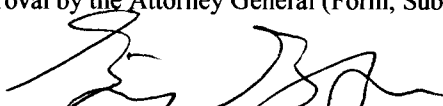
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|-------------------------------------|---|-------------------------------------|
| 1.1 State Agency Name NH State Department of Education, Bureau of Special Education | | 1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301 | |
| 1.3 Contractor Name Pingora Consulting, LLC | | 1.4 Contractor Address 254 Canyon Street, Lander, WY 82520 | |
| 1.5 Contractor Phone Number 307-438-9280 | 1.6 Account Number See Exhibit B | 1.7 Completion Date June 30, 2016 | 1.8 Price Limitation \$78,480.00 |
| 1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Bureau of Special Education | | 1.10 State Agency Telephone Number 603-271-3791 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Stephanie Weaver, Consultant | |
| 1.13 Acknowledgement: State of <u>Wyoming</u> , County of <u>Fremont</u> On <u>17 Aug 2015</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] | | <div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>MORGAN D KOENG Notary Public Fremont County Wyoming My Commission Expires Mar 3, 2018</p> </div> | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Morgan Koeng, sales and service coordinator</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>VIRGINIA M. BARRY, Commissioner</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) (if applicable) By:  On: <u>8/27/15</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

Services to be Provided

Pingora Consulting LLC will provide the following services under the contract:

Independent Organization for Program Evaluation and Quality Assurance

- Evaluation of the program approval and monitoring systems, reporting to and working closely with the Administrator of the Bureau of Special Education and/or her designee; work closely with the Bureau of Special Education for the program approval and monitoring systems, and other Bureau personnel who have general supervision responsibilities to determine the effectiveness of the program approval and monitoring systems, to ensure that activities in RSA 186-C:5 are carried out in an efficient manner, such as, but not limited to:
 - The Department's timely identification of district's noncompliance;
 - The Department's timely verification of district's correction of findings of noncompliance;
 - The staffing capacity of the Department to carry out the activities of RSA 186:C-5 including, but not limited to, managing, analyzing, and verifying data, coordinating and staffing on-site monitoring teams, preparing reports, such as findings of noncompliance and corrective actions, and determining, monitoring, and/or supervising corrective actions and sanctions.
- Adhere to the approved timeline for activities; and receive approval from the Administrator of the Bureau of Special Education and/or her designee to deviate in any way from the approved timeline for activities.
 - a) Within six months of Governor & Council approval, gather necessary data and conduct formative and summative evaluations of the program approval and monitoring systems.
 - b) Within one month of the completion of (a), provide the Bureau of Special Education with written and oral draft reports on the evaluation data, analysis and resulting recommendations.
 - c) Within two months of the submission of the draft report to the Bureau, accept written comments and feedback from the Bureau of Special Education and make any necessary revisions to the draft report, based on the Bureau's response to the draft report.
 - d) Within one month of (c), will present, onsite, the final report to the Department of Education and identified stakeholders.
- Gather necessary data and conduct formative and summative evaluations of the program approval and monitoring systems through a systematic investigation to include at minimum; on-site visits to observe, interview, survey and/or gather data and information about accomplishments, obstacles, impact and recommendations.
- Meet weekly, in person or via conference call with the Administrator of the Bureau of Special Education and/or her designee to coordinate evaluation activities and data requests throughout the life of the project.
- Provide all documentation regarding observations, interviews protocols, surveys, meetings, and evaluation tools utilized to the Administrator of the Bureau of Special Education and/or her designee as requested by the Bureau and prior to usage, implementation, and/or dissemination for this program evaluation.

Initials
Date

SN
8-11-15

EXHIBIT A

Services to be Provided (Cont'd)

- Evaluation data, analysis and resulting recommendations, including feedback on the steps the Department has taken in response to the recommendations received in the program evaluation conducted in 2012, be made available to the Administrator of the Bureau of Special Education and the Bureau of Special Education in the form of written and oral draft reports. Pingora Consulting will complete this task in person at the Department, consistent with the timelines; all recommendations must be consistent with OSEP guidance, IDEA, NH Statutes and Administrative Rules.
- Accept written comment and feedback from the Bureau of Special Education on the evaluation data, analysis and resulting recommendations presented by Pingora Consulting; and will include this written comment and feedback in the evaluation data, analysis, and resulting recommendations.
- Provide all documentation resulting from the program evaluation process and documentation utilized and developed through this contract to the Bureau of Special Education no later than the end date of the ten (10) month contract, April 30, 2016.
- Provide evidence to the Bureau of Special Education that the written report was provided to the Commissioner of Education, State Board of Education, the Governor, and the General Court within 5 days of end of the project period, April 30, 2016.
- Submit monthly invoices and activity reports that reflect progress in the evaluation visits/reviews of the program approval and monitoring system (progress, obstacles, impact and outcomes).
- Pingora Consulting will provide a description of how student level confidentiality will be maintained.

Initials AN
Date 8-17-15

EXHIBIT B

Budget and Payment Method

General Expenses:

Budget (October 1, 2015 through June 30, 2016)
Account: 06-56-56-561010-41100000-102-500731

| Description of Services | FY'16 |
|---|--------------------|
| <i>Independent Organization for Program Evaluation and Quality Assurance</i> | \$78,480.00 |
| Project Tasks Clarify scope of work Identify Formative & Summative Instruments Finalize benchmarks and timelines Initial Data Gathering | \$7,680.00 |
| Conduct Reviews File audits Surveys/interviews Observations Aggregate and analyze data | \$28,800.00 |
| Data Review Onsite Facilitated data discussion Collect additional data Supplement Analysis | \$6,400.00 |
| Draft final report with recommendations Accept written comment Finalize report | \$21,760.00 |
| Final Onsite Present final report Project wrap up | \$3,840.00 |
| Travel | \$10,000.00 |
| Total Project Cost | \$78,480.00 |

Method of Payment:

Payment will be made on the basis of monthly invoices received by the 10th of the following month which are supported by a detailed description of services that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

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

Initials **JN**
Date **8-11-15**

EXHIBIT C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initials DN
Date 8-17-15

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 Pingora Consulting, LLC a(n) Wyoming limited liability company registered to do business in New Hampshire on June 8, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of June, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Stephanie Weaver, a Principal Member of Pingora Consulting, LLC Limited Liability Company registered in the state of Wyoming, do hereby certify that:

- 1) I am a Principal Member in Pingora Consulting, LLC, a Limited Liability Company organized in the state of Wyoming (the "Company");
- 2) I maintain and have custody of a copy of the Articles of Organization of the Company and a list of the Principals of the company;
- 3) I am duly authorized to issue certificates with respect to business of the Company;
- 4) I have attached hereto as Certificate Exhibit A, a true, accurate and complete copy of the Filing Information maintained by the Wyoming Office of Secretary of State identifying me as the Organizer of the Company, thereby vesting me with the authority to enter into and sign agreements in the name of and on behalf of the Company;
- 5) I, Stephanie Weaver, on the date hereof, and since July 11, 2012, have been a Principal Member of the Company as referred to in Exhibit A attached hereto;
- 6) As a Principal Member, I am is fully authorized on behalf of and in the name of the Company to enter into and to take any and all actions to execute, acknowledge and deliver the contract with the State of New Hampshire, providing for the performance by the Company of certain consulting services, and any and all documents, agreements and other instruments (and any amendments, revisions, or modifications thereto) as may be deemed necessary, desirable or appropriate to accomplish the same;
- 7) The signature of Stephanie Weaver, as Principal Member of the Company, affixed to any instrument or document described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal Member to bind the Company thereby;
- 8) The authority of the Company has not been revoked, annulled, or dissolved in any manner whatsoever and remains in full force and effect as of the date hereof;

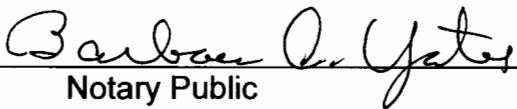
IN WITNESS WHEREOF, I have hereunto set my hand as Organizing Member of the Company this 28 day of July, 2015


Stephanie Weaver

STATE OF Wyoming
COUNTY OF Fremont

On this the 28 day of July, 2015, before me, Stephanie Weaver the undersigned Stephanie Weaver personally appeared, acknowledged herself to be the Organizing Member of Pingora Consulting, LLC, and that she, as such Organizing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her name as Organizing Member of the Company.

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


Notary Public

My Commission Expires: 12-28-16



Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: Business@wyo.gov

Max Maxfield, WY Secretary of State

FILED: 07/11/2012 08:52 AM

ID: 2012-000625575

Limited Liability Company Articles of Organization

1. Name of the limited liability company:

Pingora Consulting, LLC

2. Name and physical address of its registered agent:

*(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. **The registered agent must have a physical address in Wyoming.** A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)*

Stephanie Weaver, 254 Canyon Street, Lander, Wyoming 82520

3. Mailing address of the limited liability company:

P.O. Box 1716, Lander, Wyoming, 82520

4. Principal office address:

254 Canyon Street, Lander, Wyoming 82520

Signature:

Stephanie Weaver
(Shall be executed by an organizer.)

Date: July 2, 2012

(mm/dd/yyyy)

Print Name: Stephanie Weaver

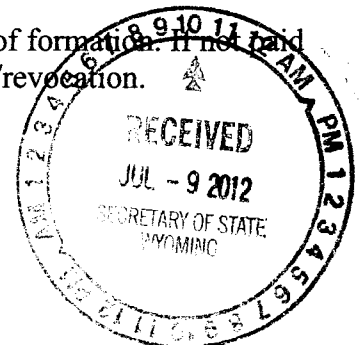
Contact Person: Stephanie Weaver

Daytime Phone Number: 307-349-0932

Email: sweaver254@gmail.com

Other Requirements:

- An annual report will be due annually on the first day of the anniversary month of formation. If not paid within sixty (60) days from the due date, the entity will be subject to dissolution/revocation.



STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Pingora Consulting, LLC

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **11th** day of **July, 2012**.



Filed Date: 07/11/2012

Max Maxfield
Secretary of State

By: Machá Bowman



CERTIFICATE OF LIABILITY INSURANCE

PINGO-2

OP ID: TI

DATE (MM/DD/YYYY)
06/04/2015

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).

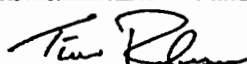
| | | | | |
|---|--|--|-----------------------------------|--|
| PRODUCER Tegeler & Associates-LAN PO Box 550 Lander, WY 82520 Tim Robeson | CONTACT NAME: PHONE (A/C No. Ext): 307-332-7610 | | FAX (A/C No): 307-332-7660 | |
| | E-MAIL ADDRESS: | | | |
| INSURED Pingora Consulting LLC Stephanie Weaver 254 Canyon St Lander, WY 82520 | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A : Travelers Insurance | | 19038 | |
| | INSURER B : | | | |
| | INSURER C : | | | |
| | INSURER D : | | | |
| | INSURER E : | | | |

COVERAGES **CERTIFICATE NUMBER:** **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 | ADDC INSD | SUBR 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | 10/01/2014 | 10/01/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | 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) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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 | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | 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)

| | |
|--|--|
| CERTIFICATE HOLDER State of New Hampshire Dept of Education 101 Pleasant St Concord, NH 03331 | CANCELLATION 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  |
|--|--|

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Stephanie Weaver

CURRENT WORK EXPERIENCE

2012 – Present

Principal, Consultant

Pingora Consulting, LLC

- Assist state agencies with the implementation of general supervision and state level activities, including internal reviews of fiscal controls and policies and procedures.
- Provide technical assistance to individuals serving in critical special education positions to ensure system-wide compliance with the Individual with Disabilities Education Act.
- Perform education system reviews to identify gaps in implementation and make recommendations for correction, improvement and refinement using data based decision making processes.

PAST WORK EXPERIENCE

2004 – 2012

Finance, Data, Monitoring Supervisor

Deputy Director of Special Education

Wyoming Department of Education, Special Programs Division

- Maintain an expert level of knowledge regarding special education issues, changes in statute and regulations, legal decisions and educational methods related to students with disabilities for the purpose of informing state policy and practice.
- Carry out legislative requirements including developing rules and conducting public hearings.
- Interpret policies and procedures and provide recommendations to districts concerning issues of compliance.
- Manage the operation of a comprehensive dispute resolution system for protecting the rights of students with disabilities; including complaint investigation, due process hearings and mediation.
- Directed the development and writing of the State Performance Plan and Annual Performance Report; including participating in the analysis and synthesis of various data sets.
- Direct subordinate employees in developing and achieving professional goals in line with the agency and division mission, vision and strategic plan; four of these employees are supervisors.
- Implement the Baldrige Systems Approach at the individual, team, division and department levels to improve productivity, individual accountability, and team morale.
- Facilitate meetings and special education trainings to keep internal and external professionals knowledgeable about policy changes, new programs, current best practices and other pertinent information regarding special education.
- Supervise the evaluation of district and public agency programs for the purpose of monitoring the implementation of special education in conformity with Federal and State regulations.
- Communicate information on programs, services and regulations to district personnel, parents, internal staff and the Legislature for the purpose of understanding special education.
- Manage fiscal resources from all funding sources, prepare budgets and direct spending, and monitor maintenance of effort, for the purpose of fiscal efficiency in conducting required activities.
- Develop budget recommendations and provide expenditures control on established budgets for special education.
- Serve as a data manager representative on the Office of Special Education Programs (OSEP) national workgroup, re-designing federal reporting documents.

EDUCATION

Masters Degree in Business Administration. University of Wyoming, Laramie, WY, May 2000.

Bachelor of Science in Business, Management Option. Montana State University, Bozeman, Montana, May 1995.

Lenore Knudtson, M.S., J.D.

Education

William Mitchell College of Law, St. Paul, MN
Juris Doctor, Cum Laude

- Graduate with honors while employed full time as a School Psychologist

University of Wisconsin, River Falls, WI

Master of Science in Education – School Psychology

- 60+ credits beyond the Masters Degree necessary for School Psychologist licensure

Ball State University, Muncie, IN

Bachelor of Arts, Honors Graduate

Legal & Professional Experience

Pingora Consulting, Lander, Wyoming

Education Consultant – July 2012 to Present

- Provide technical and legal assistance to national organizations, states and school districts
- Provide professional development, training, and program evaluation
- Conduct complaint investigations and mediations nationwide for the BIE

Knudtson Law, LLC, Kingman, AZ

Attorney - May 2006 to Present

- Juvenile Law: Dependency, Delinquency
- Legal Consultation in all aspects of IDEA Special Education and Section 504
- Draft statutes, rules, regulations, policies, and procedures

Utah State University, Technical Assistance for Excellence in Special Education, Logan, UT
Program Specialist/Consultant - June 2004–Present

- Facilitate national workgroups for IDEA due process hearing officers, complaint investigators, and mediators
- Provide IDEA and Section 504 technical and legal assistance
- Present at state, regional, and national education events

Deputy County Attorney, Mohave County, AZ

Attorney - August 2005–February 2006

- Represent indigent clients in juvenile court
- Represent the legal interests of the County

Community Legal Services, Kingman, AZ

Managing Attorney - February 2004–August 2005

- Provide civil legal representation, including family law and custody
- Provide training and outreach to various community groups and individuals

Knudtson Law Office, Grantsburg, WI

Solo Practitioner - March 1997–December 2004

- Represent children with special education needs under the IDEA
- Serve as a contract Public Defender, representing juveniles

St. Croix Chippewa Indians of Wisconsin, Hertel, WI

Assistant General Counsel - September 2000–August 2004

- Provide legal advice and representation to Tribal Council and Tribal enterprises
- Advocate for tribal youth under the IDEA

Minnesota Department of Education

IDEA Compliance Officer - 1996 through 2000

- Investigate IDEA complaints and draft state level decisions

South Washington County Schools, Cottage Grove, MN

School Psychologist - 1988 through 1994

Professional Certifications/Licenses

- Licensed to practice law in Arizona, inactive attorney license in Minnesota & Wisconsin
- Certified Advanced Mediator
- Nationally Certified Mediation Trainer

David R. Carrales

Experience

Ed21 Consulting Services, Consultant
July 2013 – Present, Austin, Texas

Responsibilities include:

- Delivery of data-driven and results-oriented consulting services at the district, regional, and state level
- Areas of expertise include data collection, reporting, and analysis processes; results-based improvement planning processes; small and large group meeting facilitation; delivery of presentations to a variety of audiences
- Manage technology infrastructure for Ed21 Consulting Services (website, online data collection systems, surveys, etc.)

SE Consulting Group, Consultant
February 2012 – June 2013, Austin, Texas

Responsibilities include:

- Provide consulting services to educational entities from the local to the state level: areas of expertise include data collection, reporting, and analysis processes; results-based improvement planning processes; small and large group meeting facilitation; delivery of presentations to a variety of audiences

Texas Education Agency, Division of Federal and State Education Policy
Administrative Technician II, IV; Program Specialist III, IV, V
October 1994 – January 2012, Austin, Texas

Responsibilities included:

- Managed the state and federal reporting process that ensured the timely and accurate submission of data related to students with disabilities, specifically the Annual Federal Data Reports
- Facilitated the production of the State Performance Plan/Annual Performance Report, including data analysis and technical writing
- Managed the Texas Continuous Improvement Process, including the facilitation of statewide public meetings and improvement group meetings
- Served as Co-Liaison to the US Department of Education Office of Special Education Programs
- Facilitated the Commissioner's Rules (Texas Administrative Code) amendment process following state agency guidelines
- Provide numerous presentations on a variety of special education topics to audiences at meetings, state and national conferences and via statewide telecommunication network
- Provided technical assistance and professional development to education service center staff and district level school personnel on data collection processes, procedures and practices

Education

The University of Texas at Austin
September 1985 – May 1990
Bachelor of Arts, Archaeological Studies and English

Interests

Photography, Travel, Food

References

References are available on request.