



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

April 23, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Student Support to enter into an amendment to a contract with Creative Educational Consulting, LLC, (vendor code 210265), Hollis, New Hampshire, for training and support, by increasing the price limitation by \$25,000.00 from \$160,000.00 to \$185,000.00 and by extending the completion date from June 30, 2020 to September 30, 2020, effective upon Governor and Council approval. The original contract was approved by Governor and Council on October 17, 2018, Item #34. 100% Federal Funds.

Funds to support this request are available in the account titled Special Education-Preschool as follows:

06-56-56-562510-25050000-102-500731	<u>FY'21</u>
Contracts for Program Services	\$25,000.00

EXPLANATION

The Bureau of Student Support 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 (b)(4)(i) Other State level activities: for support and direct services, including technical assistance, personnel preparation, and professional development and training.

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The Bureau of Student support would like to extend the contract by three months as the supplemental job description for the new position that will assume these responsibilities is currently in process and it is unclear when supplemental job description will be approved and the Bureau can fill the position. It is important that the current technical assistant provider overlap with the new position to providing training and support.

Over the three months extension of the Preschool Outcome Measurement System (POMS), Creative Educational Consulting, LLC will provide the following for the Bureau:

- Data verification and analysis
- Prepare Indicator 7 and district level reports for federal reporting
- Confirm when districts are able to delete child level data in the systems (data profiles cost districts money)
- Mentor new staff
- Outreach to districts regarding assessment and requirements
- Train-the-trainer
- Support stakeholder input for target setting, as required by OSEP

The purpose of this contract is to work in conjunction with the NH Department of Education, Bureau of Student Support to implement the Preschool Outcome Measurement System (POMS), as described in Indicator 7: Preschool Outcomes in the New Hampshire State Performance Plan (SPP) and Annual Performance Report (APR) and for the iSocial outcomes assessment. 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.

The Department of Education would like to amend the contract by extending the end date from June 30, 2020 to September 30, 2020 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.

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April 23, 2020

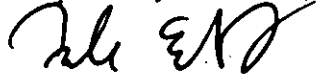
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Mary Beth LaSalle, sole proprietor of Creative Educational Consulting, LLC has established relationships with the publishers of the web-based tools that are used for assessment and data collection. These relationships allow clarifying terminology and problem-solving challenges with the publishers to benefit New Hampshire. Creative Educational Consulting, LLC has assisted the Bureau of Student Support 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,



Frank Edelbut
Commissioner of Education

FE:BJD
Attachments

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now comes the New Hampshire Department of Education, Bureau of Student Support, hereinafter "the Agency," and Creative Educational Consulting, LLC, hereinafter "the Contractor," and, pursuant to an agreement between the parties that was approved by Governor & Council, on October 17, 2018, Item #34 hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2020 and placing with September 30, 2020
2. Amend Section 1.8 by increasing the price limited by \$25,000.00 from \$160,000.00 to \$185,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit B-2 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-2 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with A-2 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon the approval of the Governor & Council and shall terminate on September 30, 2020.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education

Division of Commissioner's Office

By: [Signature] 5-1-20
Frank Edelbut, Commissioner of Education Date

Creative Educational Consulting, LLC
Mary Beth LaSalle

By: [Signature] 4/16/20
Mary Beth LaSalle Date

STATE OF _____

County of _____

On this the _____ day of _____, 20____ before me, _____, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public/Justice of the Peace Commission Expires

Approved as to form, substance and execution by the Attorney General this 5th day of May, 2020

[Signature]
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20____

By: _____

Exhibit A-2
Special Provisions

Additional Exhibits D, E, F, and G

As sole proprietor, the contractor is exempt from RSA Chapter 281-A (worker's compensation)

Authorize the Department of Education to amend Section 14.1.1 general liability insurance to professional liability insurance in the amount of \$500,000.00

Contractor Initials: MB
Date: 1/16/20

Exhibit B-2
SCOPE OF SERVICES

Creative Educational Consulting, LLC will provide the New Hampshire Department of Education with the following services under the Preschool Outcome Measurement System (POMS) amendment:

- Data verification and analysis
- Prepare Indicator 7 and district level reports for federal reporting
- Confirm when districts are able to delete child level data in the systems (data profiles cost districts money)
- Mentor new staff
- Outreach to districts regarding assessment and requirements
- Train-the trainer
- Support stakeholder input for target setting, as required by OSEP
- Assist the Bureau of Student Support 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) and the iSocial system including the State Systemic Improvement Plan and the State Personnel Development Grant;
- Provide the Bureau of Student Support with POMS outcome and summary statement data in a format that can be dynamically analyzed and manipulated using software such as Excel, Access or for upload into another data analysis system;
- Take an active role in making recommendations to the Bureau of Student Support to streamline data collection and reporting processes related to Indicator 7;
- Track technical assistance activities using a template provided by the Bureau of Student Support;
- Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines for the implementation of the preschool outcome measurement system and IEP development, review and revision;
 - Provide technical assistance to school districts regarding implementation of the assessment;
 - 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;
- Design, schedule and implement presentations assigned for school district personnel, and parent groups as applicable (i.e. IEP Measurable 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 Student Support;
- Create and implement a communication plan to support greater understanding of POMS at both the administrative and family levels;
- Participate in national workgroup meetings and conferences related to POMS, such as the bi-annual DaSy (The Center for IDEA Early Childhood Data Systems) conference;
- Participate in Bureau department meetings periodically to share information as required; and
- Attend other assigned meetings that support the Bureau of Special Education initiatives.

Contractor Initials: M. B. J.
Date: 4/16/20

Exhibit C-2
Budget

Budget

	FY'21
Professional services as outlined in Exhibit A-2 (\$65.00 per hour) (includes travel time)	\$25,000.00
Total	\$25,000.00

Limitations on Price: This contract will not exceed \$25,000.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled Special Education-Preschool as follows:

Account: 06-56-56-562010-25050000-102-500731 FY'21
Contracts for Program Services \$25,000.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Invoices will be submitted to:

Barbara Dauphinais, Program Specialist
NH Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

Contractor Initials: mbf
Date: 9/16/20

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MAD*
Date *7/16/20*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials *MBJ*
Date *4/16/20*

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials *mbj*
Date *4/16/20*

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *mbj*
Date *4/16/20*

State of New Hampshire

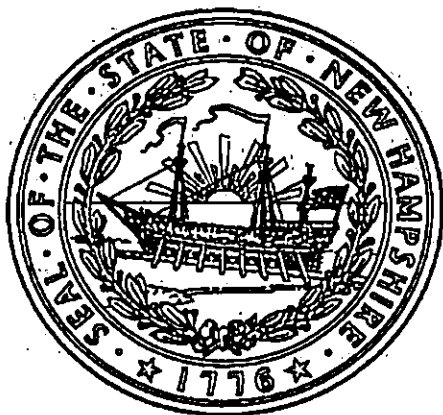
Department of State

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 registered to transact business in New Hampshire on September 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 619277

Certificate Number : 0004886313



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020..

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

William M. Gardner
Secretary of State

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 16th of April, 2020.

Mary Beth LaSalle
Sole Owner

State of New Hampshire _____

County of _____

On _____, 20____, 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

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 have ADDITIONAL INSURED provisions or 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).

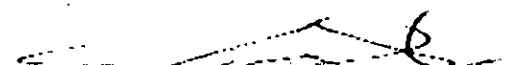
PRODUCER Slawby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Morgan Doty PHONE (A.C. No. Ext.): (800) 258-1776 FAX (A.C. No.): (803) 429-1843 E-MAIL ADDRESS: mdoty@minutemangroup.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Assurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2020 E&O **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	ADJ. SUBR. INSD. Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			03/03/2020	03/03/2021	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ee occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Professional Liability \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A 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 Schedules, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	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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Creative Educational Consulting, LLC
Mary Beth LaSalle

QUALIFICATIONS SUMMARY

Experienced, highly motivated, well organized, results driven individual with an ability to interface with diverse groups to effect positive changes and outcomes. (1.8)

- Extensive knowledge of Preschool Outcomes Measurement (POMS), Indicator 7 and work with the State Performance Plan (SPP) and Annual Performance Report (APR). (1.2)
- Comprehensive knowledge of state and federal special education laws. (1.3)
- Experience with IEP, IFSP development. (1.3)
- Ability to collect and analyze and interpret data for utilization in decision making and program improvement. (1.4)
- Extensive knowledge and facilitation of both the AEPSi and My Teaching Strategies GOLD (MTS GOLD) systems. (1.5)
- Ability to assist districts with training, data entry, troubleshooting problems and understanding and using the POMS data. (1.6)
- Ability to work with state and national organizations and agencies in order to coordinate supports and services. (1.7)
- Experience with product development, presentations, consultation, coaching and mentoring.
- Knowledge of preschool through high school priorities and initiatives.
- Ability to see the big picture and how decisions made today impact tomorrow.
- 40+ years in the educational field as a teacher, administrator and consultant. (1.10)

PROFESSIONAL EXPERIENCE

New Hampshire Department of Education

2008-Present

Technical Assistance Consultant – POMS Technical Assistance Consultant

- Worked on Indicator 7 through Preschool Outcomes Measurement (POMS) process, collecting and analyzing data.
- Provided support to SAU's regarding Preschool Outcome Measurements (POMS) to ensure accurate reporting data.
- Coordinated and organized Roundtable discussions and staff training with publishers of POM's tools.
- Provided trainings to school districts, Department of Correction, alternative schools, and PTAN Regions in the area of Measurable Goals and Objectives; Students with Emotional Difficulties; and POMs Trainings.
- Participated in working sessions for POMs next steps in New Hampshire with state and national agencies.
- Attended national conferences for improving preschool outcomes.
- Participated in Least Restrictive Environment (LRE) discussion and guidelines for NH Preschool population.
- Worked on class-size guidelines for preschool population and language in the NH Rules.
- Provided technical assistance to districts as a result of complaint decisions and as directed by NHDOE consultants.
- Researched complaint processes in all states and worked on Complaint Manual for public information in NH.
- Worked on Catastrophic Aid requests from school districts.

Creative Educational Consulting, LLC

2009-Present

Owner/Consultant

- Developed and presented workshops/trainings on a variety of Special Education topics to professional and Para-professional staff.
- Devised data collection tools which are usable and efficient in the school setting.
- Worked on scheduling difficulties to enable more efficiency for staff and better programming opportunities for students
- Provided team building activities to school districts to achieve positive outcomes for staff, administration and in turn,

- students
- Provided consultative services for schools regarding difficult to reach students
- Provided training to school districts relating to alternatively placed students and court involved students

PTAN – SERESC

2017-2018

Lead Facilitator in the New Preschool Coordinators and New Special Education Administrators Orientation Series

- Developed and implemented various activities, meetings, ZOOM Calls for new people entering Preschool Special Education in New Hampshire and connecting them to veteran staff through Peer-to-Peer meetings.

PTAN – SERESC

2011-2017

Region 2 (Lakes) and Region 6 (Monadnock) Facilitator

- Facilitate Lakes and Monadnock Regional meetings for Preschool providers encompassing initiatives set forth by the NHDOE
- Determine needs and interests of the Lakes and Monadnock Regions unique to the area as well as in relation to the state as a whole.
- Provide information to the Lakes and Monadnock Regions regarding NHDOE initiatives, changes in current practices, and enhancements to programming.
- Disseminate information to the Lakes and Monadnock Regions as appropriate in order to keep the area aware of current practices, opportunities for professional development and changes.

Rivier (College) University - Adjunct Professor – Undergraduate Special Education

2009-2010

SAU #28, Windham, NH

1989-2008

Special Education District Coordinator

- Assistant to Special Education Director providing support to Preschool – High School teams
- Out of District Coordinator
- ESY Coordinator

SAU#28, Windham, NH

1978-1989

Special Education Teacher

PRODUCT DEVELOPMENT

- AEPSi & MTS GOLD Tip Sheets & Guidance Documents
- Module: The Nuts & Bolts of POMS – an Introduction
- Annual Timelines for POMS Reporting
- Special Education Diagnostic Manual
- Instructional Assistant Handbook
- LEA Policies and Procedures Manual for School Districts

COMMITTEE WORK

- SEE Change
- NH BOLD

INSERVICE PRESENTATIONS TO PARA & PROFESSIONAL STAFF

AEPSi and MTS GOLD Training – Level 1 & 2	Understanding PS LRE (in collaboration with Race2K)
Writing Measurable Goals – Objectives/Benchmarks	Students with Behavioral Challenges
Special Education Process	Executive Functioning Disorder
Fostering Independence in Children with Disabilities	Written Prior Notice

EDUCATION

- 1977 - Masters of Science - College of New Rochelle: General Special Education - Learning Disabilities(1.1)
- 1974 - Bachelor of Science - College of White Plains of Pace University: Elementary Education N-6

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34



Frank Edelblut
Commissioner

Christina M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

August 20, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a contract with Creative Educational Consulting, LLC, Hollis, NH (vendor code 210265) in an amount not to exceed \$160,000.00 to provide technical assistance to districts regarding the implementation of the New Hampshire Preschool Outcome Measurement System, effective upon Governor & Council approval through June 30, 2020. 100% Federal Funds.

Funds to support this request are available in the account titled Special Education-Preschool in FY2019 and are anticipated to be available in FY2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY'19</u>	<u>FY'20</u>
06-56-56-562510-25050000-102-500731	\$80,000.00	\$80,000.00
Contracts for Program Services		

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 (b)(4)(i) Other State level activities: for support and direct services, including technical assistance, personnel preparation, and professional development and training.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

August 20, 2018

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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: Preschool Outcomes in the New Hampshire State Performance Plan (SPP) and Annual Performance Report (APR) and for the iSocial outcomes assessment. 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, May 29th, May 30th and May 31st, 2018, and posted to the New Hampshire Department of Education website. One (1) proposal was received by the deadline of June 15, 2018, Creative Educational Consulting, LLC.

A review committee consisting of Ruth Littlefield, Education Consultant, Bureau of Special Education, Christina MacDonald, Education Consultant, Bureau of Special Education and Julie Sackett, NH Preschool Technical Assistance Network reviewed the proposal and recommend a contract with Creative Educational Consulting, LLC (see Attachment A.)

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. Mary Beth LaSalle, sole proprietor of 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 clarifying terminology and problem-solving 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.

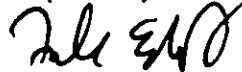
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

August 20, 2018

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

Respectfully submitted,



Frank Edelbut
Commissioner of Education

FE:BJD
Attachments

Attachment A

Preschool Outcome Measurement System:
Technical Assistance and Data Supports

Proposal Criteria in the RFP

Significance of Proposal	40 points
Quality of Services	
Content knowledge	30 points
Technical Skills	<u>30 points</u>
Possible Points	100 points

One (1) Proposal was received:
Creative Educational Consulting, LLC

Christina MacDonald	Julie Sackell	Ruth Littlefield	
<u>Score</u>	<u>Score</u>	<u>Score</u>	<u>Peer Review</u>
89	89	87	89

An RFP review occurred on Thursday, June 21, 2018. The RFP review panel consisted of the following:

Christina MacDonald

Christina MacDonald is an Education Consultant, with the Bureau of Special Education at the New Hampshire Department of Education where she is the lead for data and evaluation for iSocial as part of the Statewide Systemic Improvement Plan (SSIP) and the State Personnel Development Grant (SPDG) as well as the project coordinator for the Bureau's key data systems, including the New Hampshire Special Education Information System (NHSEIS). She holds a Master's degree in Anthropology and Education from Teachers College at Columbia University as well as Bachelor's degrees in Early Childhood Education and Interdisciplinary Studies/Cultural Studies. A former early childhood teacher, Christina has spent the past 10 years at the state-level engaging stakeholders, creating infrastructure and policy, and developing data systems designed to support local programs in their quest for high quality, sustainable learning opportunities that meet students' needs and lead to the development of life-long learners.

Ruth Littlefield

Ruth Littlefield - In her role in the New Hampshire Department of Education, Ruth coordinates the State Systemic Improvement Plan which focuses on improving social and emotional outcomes for preschool children with disabilities. Ruth is also the Co-Lead of the Pyramid Model State Leadership Team.

Attachment A (cont'd)

Julie Sackett

Julie's background in early childhood education includes a variety of experiences, which began when she started a small child care center in Plymouth with her husband in 1991. Since that time, she has served as Executive Director of a nonprofit child care organization in the Lakes Region, and as Director of Head Start, Early Head Start and Child Care for Belknap-Merrimack Community Action Program. In addition, she has worked in Child Care Resource & Referral, served as Adjunct Faculty for Plymouth State University, and she has been actively involved with state-level organizations, including Early Learning NH, Spark NH, and the Child Care Advisory Council. She has a Bachelor's degree in Business Administration, a Master's degree in Community Psychology, and a Master's degree in Education. Currently, she enjoys working as an Independent Contractor on a variety of initiatives, one of which is providing technical assistance to child care program staff and administration, as a PTAN Child Care Consultant.

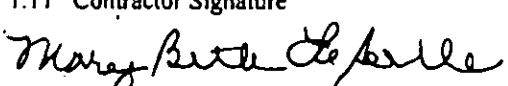
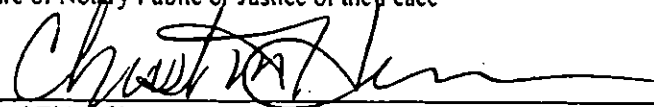


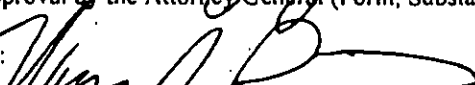
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Creative Educational Consulting, LLC		1.4 Contractor Address 192 Wheeler Road Hollis, New Hampshire 03049	
1.5 Contractor Phone Number 603-465-2672	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$160,000.00
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 MARY BETH LASALLE - ITS MANAGER	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>AUGUST 2, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  (Seal) </div> <div style="text-align: right;"> CHRISTINE M. HERRERA, Notary Public State of New Hampshire My Commission Expires August 2, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace CHRISTINE HERRERA, NOTARY PUBLIC			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Frank Edelheit, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Acting Director, On: <u>9/20/2018</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/17/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

SCOPE OF SERVICES

Creative Educational Consulting, LLC will provide the following services to the New Hampshire Department of Education, Bureau of Special Education:

Support the New Hampshire Department of Education, Bureau of Special Education with the implementation of the Preschool Outcomes Measurement System (POMS), including data collection and reporting.

- 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) and the iSocial system including the State Systemic Improvement Plan and the State Personnel Development Grant;
- Provide the Bureau of Special Education with POMS outcome and summary statement data in a format that can be dynamically analyzed and manipulated using software such as Excel, Access or for upload into another data analysis system;
- Take an active role in making recommendations to the Bureau of Special Education to streamline data collection and reporting processes related to Indicator 7;
- Track technical assistance activities using a template provided by the Bureau of Special Education;
- Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines for the implementation of the preschool outcome measurement system and IEP development, review and revision;
- Provide technical assistance to school districts regarding implementation of the assessment;
- 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;
- Design, schedule and implement presentations assigned for school district personnel, and parent groups as applicable (i.e. IEP Measurable 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;
- Create and implement a communication plan to support greater understanding of POMS at both the administrative and family levels;
- Participate in national workgroup meetings and conferences related to POMS, such as the bi-annual DaSy (The Center for IDEA Early Childhood Data Systems) conference;
- Participate in Bureau department meetings periodically to share information as required; and
- Attend other assigned meetings that support the Bureau of Special Education initiatives.

Contractor Initials: msd

Date: 8/10/18

Exhibit B

Budget

Budget

	FY'19	FY'20
Professional services as outlined in Exhibit A (\$65.00 per hour) (includes travel time)	\$78,000.00	\$78,000.00
Travel ~ Participation in national workgroups/conferences related to Preschool Outcomes Measurement System	\$2,000.00	\$2,000.00
Total	\$80,000.00	\$80,000.00

Limitations on Price: This contract will not exceed \$160,000.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled Special Education-Preschool as follows:

Account: 06-56-56-562010-25050000-102-500731	<u>FY'19</u>	<u>FY'20</u>
Contracts for Program Services	\$80,000.00	\$80,000.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Invoices will be submitted to:

Ruth Littlefield, Project Coordinator
Preschool Outcome Measurement System: Technical Assistance and Data Supports
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Contractor Initials: MBL
Date: 8/10/18

Exhibit C

Authorize the Department of Education to amend Section 14.1.1 General Liability Insurance to Professional Liability insurance in the amount of \$500,000.

Contractor Initials: MAH
Date: 8/10/18

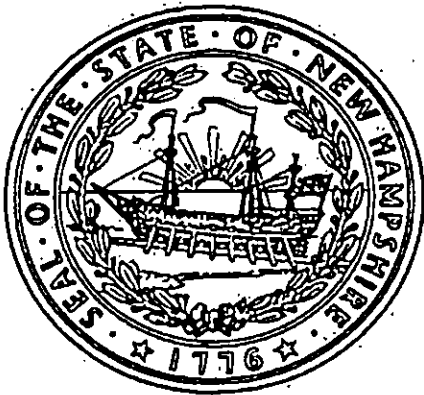
State of New Hampshire
Department of State

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 registered to transact business in New Hampshire on September 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 619277

Certificate Number: 0004162704



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August A.D. 2018.

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

William M. Gardner
Secretary of State

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 10th of August, 2018.

Mary Beth LaSalle
Sole Owner

State of New Hampshire _____

County of Hillsborough

On August 10, 2018, 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.

CHRISTINE M. HERRERA, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

Christine M. Herrera
Justice of the Peace/Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2018

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 have ADDITIONAL INSURED provisions or 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 Stawby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03064-1807		CONTACT NAME: Chasity Altman PHONE (A/C, No, Ext): (603) 268-1776 FAX (A/C, No): (603) 429-1843 EMAIL ADDRESS: caltman@minutamangroup.com	
INSURED Creative Educational Consulting, LLC [REDACTED]		INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Assurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2018 E&O 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.

INSH LTR	TYPE OF INSURANCE	ADDL SUHR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		[REDACTED]	03/03/2018	03/03/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Professional Liability \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ 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 Department of Education 101 Pleasant Street Concord NH 03301	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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Workers' Compensation for Creative Educational Consulting, LLC

Let it be known that Creative Educational Consulting, LLC, as a sole manager LLC, is not required to provide Workers' Compensation Insurance. Creative Educational Consulting, LLC does not employ any employees and any work associated with this State of New Hampshire Department of Education project will be completed by Mary Beth LaSalle, sole manager.

Mary Beth LaSalle
Mary Beth LaSalle - It's Manager

8/24/18
Date

State of New Hampshire, County of Hillsborough

On this day, Mary Beth LaSalle personally appeared before me, to be known as the person(s) described within and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for uses and purposes therefore mentioned.

Witness my hand and official seal hereto affixed this 24th day of August, 2018.

Christine M. Herrera
Notary Public/Justice of the Peace

CHRISTINE M. HERRERA, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

Creative Educational Consulting, LLC

Mary Beth LaSalle



QUALIFICATIONS SUMMARY

Experienced, highly motivated, well organized, results driven individual with an ability to interface with diverse groups to effect positive changes and outcomes. (1.8)

- Extensive knowledge of Preschool Outcomes Measurement (POMS), Indicator 7 and work with the State Performance Plan (SPP) and Annual Performance Report (APR). (1.2)
- Comprehensive knowledge of state and federal special education laws. (1.3)
- Experience with IEP, IFSP development. (1.3)
- Ability to collect and analyze and interpret data for utilization in decision making and program improvement. (1.4)
- Extensive knowledge and facilitation of both the AEPsi and My Teaching Strategies GOLD (MTS GOLD) systems. (1.5)
- Ability to assist districts with training, data entry, troubleshooting problems and understanding and using the POMS data. (1.6)
- Ability to work with state and national organizations and agencies in order to coordinate supports and services. (1.7)
- Experience with product development, presentations, consultation, coaching and mentoring.
- Knowledge of preschool through high school priorities and initiatives.
- Ability to see the big picture and how decisions made today impact tomorrow.
- 40+ years in the educational field as a teacher, administrator and consultant. (1.10)

PROFESSIONAL EXPERIENCE

New Hampshire Department of Education

2008-Present

Technical Assistance Consultant – POMS Technical Assistance Consultant

- Worked on Indicator 7 through Preschool Outcomes Measurement (POMS) process, collecting and analyzing data.
- Provided support to SAU's regarding Preschool Outcome Measurements (POMS) to ensure accurate reporting data.
- Coordinated and organized Roundtable discussions and staff training with publishers of POMS tools.
- Provided trainings to school districts, Department of Correction, alternative schools, and PTAN Regions in the area of Measurable Goals and Objectives; Students with Emotional Difficulties; and POMS Trainings.
- Participated in working sessions for POMS next steps in New Hampshire with state and national agencies.
- Attended national conferences for improving preschool outcomes.
- Participated in Least Restrictive Environment (LRE) discussion and guidelines for NH Preschool population.
- Worked on class-size guidelines for preschool population and language in the NH Rules.
- Provided technical assistance to districts as a result of complaint decisions and as directed by NHDOE consultants.
- Researched complaint processes in all states and worked on Complaint Manual for public information in NH.
- Worked on Catastrophic Aid requests from school districts.

Creative Educational Consulting, LLC

2009-Present

Owner/Consultant

- Developed and presented workshops/trainings on a variety of Special Education topics to professional and Para-professional staff.
- Devised data collection tools which are usable and efficient in the school setting.
- Worked on scheduling difficulties to enable more efficiency for staff and better programming opportunities for students.
- Provided team building activities to school districts to achieve positive outcomes for staff, administration and in turn,

students

- Provided consultative services for schools regarding difficult to reach students
- Provided training to school districts relating to alternatively placed students and court involved students

PTAN – SERESC

2017-2018

Lead Facilitator in the New Preschool Coordinators and New Special Education Administrators Orientation Series

- Developed and implemented various activities, meetings, ZOOM Calls for new people entering Preschool Special Education in New Hampshire and connecting them to veteran staff through Peer-to-Peer meetings.

PTAN – SERESC

2011-2017

Region 2 (Lakes) and Region 6 (Monadnock) Facilitator

- Facilitate Lakes and Monadnock Regional meetings for Preschool providers encompassing initiatives set forth by the NHDOE
- Determine needs and interests of the Lakes and Monadnock Regions unique to the area as well as in relation to the state as a whole.
- Provide information to the Lakes and Monadnock Regions regarding NHDOE initiatives, changes in current practices, and enhancements to programming.
- Disseminate information to the Lakes and Monadnock Regions as appropriate in order to keep the area aware of current practices, opportunities for professional development and changes.

Rivier (College) University - Adjunct Professor – Undergraduate Special Education

2009-2010

SAU #28, Windham, NH

1989-2008

Special Education District Coordinator

- Assistant to Special Education Director providing support to Preschool – High School teams
- Out of District Coordinator
- ESY Coordinator

SAU#28, Windham, NH

1978-1989

Special Education Teacher

PRODUCT DEVELOPMENT

- AEPSI & MTS GOLD Tip Sheets & Guidance Documents
- Module: The Nuts & Bolts of POMS – an Introduction
- Annual Timelines for POMS Reporting
- Special Education Diagnostic Manual
- Instructional Assistant Handbook
- LEA Policies and Procedures Manual for School Districts

COMMITTEE WORK

- SEE Change
- NH BOLD

INSERVICE PRESENTATIONS TO PARA & PROFESSIONAL STAFF

AEPSI and MTS GOLD Training – Level 1 & 2	Understanding PS LRE (in collaboration with Race2K)
Writing Measurable Goals – Objectives/Benchmarks	Students with Behavioral Challenges
Special Education Process	Executive Functioning Disorder
Fostering Independence in Children with Disabilities	Written Prior Notice

EDUCATION

- 1977 - Masters of Science - College of New Rochelle: General Special Education - Learning Disabilities(1.1)
- 1974 - Bachelor of Science - College of White Plains of Pace University: Elementary Education N-6