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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

February 28, 2020

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

Requested Action

Authorize the Department of Education, Bureau of Credentialing to enter into a **sole source** amendment to a contract with Community & School Partners, LLC, (VC#159040), Rye, New Hampshire by increasing the price limitation by \$130,000 from \$556,466.72 to \$686,466.72 with no change to the completion date for additional services effective upon Governor and Council approval through June 30, 2020. The original contract was approved by Governor and Council on August 2, 2017, (item #35), and amended on June 20, 2018 (item #128), and June 19, 2019 (item #217). 100%Other Funds.

Funds to support this request are available in the accounts titled Education Credentialing as follows:

	<u>FY20</u>
06-56-56-566510-90080000-102-500731 Contracts for Program Services	\$130,000.00

Explanation

This is a **sole source** request as the Department would like to expand the service responsibilities Community & School Partners, LLC, will provide. Community & School Partners, has assisted with a variety of data initiatives, and has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs in order to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience are an asset to the NH DOE in programming to comply with recent Administrative rule changes.

In the event that Other Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Credentialing, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH hereinafter "the Contractor", and pursuant to an agreement between the parties that was originally approved by Governor and Council on August 2, 2017 (Item #35) and amended on June 20, 2018 (item #128) and June 19, 2019 (item #217) hereby agree to modify same as follows:

1. Amend Section 1.8 by increasing the price limitation from \$556,466.72 to \$686,466.72
2. Remove Exhibit A-2 (Scope of Services) and replace with Exhibit B-3 (Scope of Services)
3. Remove Exhibit B-2 (Budget) and replace with Exhibit C-3 (Budget)
4. Remove Exhibit C-1 (Special Provisions) and replace with A-3 (Special Provisions)
5. Add Exhibit D Contractors Obligations
6. Add Exhibit E Federal Debarment and Suspension
7. Add Exhibit F Anti-Lobbying
8. Add Exhibit G Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality
9. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
10. This amendment shall commence upon Governor and Council approval, and shall terminate on June 30, 2020.

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
(Agency)

Division of Commissioner's Office

By:  3/12/20
Frank Edlbut, Commissioner of Education Date

Community & School Partnerships, LLC
Name of Corporation (Contractor)

By:  2.12.20
Michael F. Schwartz, Sole Proprietor Date

STATE OF: New Hampshire

County of: Merrimack

On this the 12th day of February, 2020 before me, Dawn M. Laflam, the undersigned officer, personally appeared Michael F. Schwartz 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.

DAWN M. LAFLAM
Justice of the Peace

State of New Hampshire

My Commission Expires March 7, 2023

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 19th day of MARCH, 2020.

 CHRISTOPHER G. BOND
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 2020

By: _____

EXHIBIT A-3

Special Provisions

Additional Exhibits D-G

As a Sole Proprietor, the contractor is exempt from RSA Chapter 281-A (Worker's Compensation).

Contractor Initials MA
Date 5/1/20

EXHIBIT B-3

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education upon Governor and Council approval effective July 1, 2019 through June 30, 2020.

Area / Services
<p>1. i4see and EIS Support</p> <ul style="list-style-type: none">• Assist with system changes and implementation of i4see system.• Provide support for state assessment registration.• Help schools submit the required data used for state assessment reporting.• Assist with the business requirement definition, system requirement definition and design specifications.• Oversee new requirements and assist in the testing and implementation of changes to the EIS system.
<p>2. Support for Student Data System</p> <ul style="list-style-type: none">• Connect the education business requirements with the technology needs and systems.• Help ensure the student data systems have the rules and include the required data to meet the state assessment data requirements.• Help develop design specifications, business requirements and support documents.
<p>3. Support for the Data Warehouse</p> <ul style="list-style-type: none">• Help enhance the data warehouse systems.• Work with DOE and DOIT personnel to ensure state assessment data is included in the data warehouse.• Provide guidance to assist the state staff in combining the state assessments in order to report assessment and accountability data.• Work with the bureau to develop a single source for student data – longitudinal records that link across-function of data.
<p>4. Creation of Knowledge Transfer Documents</p> <ul style="list-style-type: none">• Work on knowledge transfer documentation for both DOE staff and for school and other external stakeholders. This knowledge transfer will include assessment related guidance and support.
<p>5. School District Support</p> <ul style="list-style-type: none">• Provide support for school districts as needed and directed for the i4see Workbench and Educator Information System.
<p>6. Assessment Support</p> <ul style="list-style-type: none">• Assist and provide expertise with the assessment vendor(s) selected for the 2018-19 school year.• Assist with the data interchange requirements.• Assist with the integration of data into existing DOE data systems.

Contractor Initials: *MS*
Date: *2.15.20*

<ul style="list-style-type: none"> Assist with the creation and publishing of assessment reports.
7. PACE Support <ul style="list-style-type: none"> Implement frameworks to collect data for the PACE common assessment, end of year competency assessments and judgment surveys. Help support schools as they submit this data. Assist with the planning and implementation for the summer summit (to calibrate assessment data).
8. NTEP Support <ul style="list-style-type: none"> Provide data and DOE system expertise to assist with data support for the educator preparation programs. Help define the technical requirements to meet the NTEP business goals. Assist with the implementation of data collection tools and with the development of data extracts and analysis.
9. Data and Accountability Support <ul style="list-style-type: none"> Provide guidance and expertise as the DOE moves forward to integrate source systems and data (e.g. 21st century, CoTE, Special Education, EL, FNS, State Scholars, District Profile). Other duties as assigned by the Division Director of Program Support.

Community & School Partners will work with the following Department Administrators in the work as described above:

Activity	Administrator
Assessment related activities	Division Director of Learner Support, & Bureau Administrator of Instructional Support
Data management activities	Division Director of Education Analytics and Resources
Certification & Educator Information System (EIS) activities	Division Director of Educator Support and Higher Education

Work hours will be used to provide support for the above services.

ADDITIONAL SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2020.

Area / Services
1. EIS System Modifications <ul style="list-style-type: none"> Assist with system changes and implementation of EIS system. Assist with the business requirement definition, system requirement definition and design specifications. Oversee new requirements and assist in the testing and implementation of changes to the EIS system.

Contractor Initials *MS*
Date *2-12-20*

<p>2. School District Support</p> <ul style="list-style-type: none"> • Provide support for school districts as needed and directed for the Educator Information System changes.
<p>3. Data and Reporting Support</p> <ul style="list-style-type: none"> • Provide EIS guidance and assistance as the DOE responds to Administrative rule changes in educator licensure. • Create new reporting structures in EIS. • Other duties as assigned by the Division Director of Program Support.

Community & School Partners will work with the following Department Administrator in the work as described above:

Activity	Administrator
Licensure & Educator Information System (EIS) programming to comply with Administrative rule changes	Division Director of Educator Support and Higher Education

Contractor Initials MD
 Date 9/12/0

**EXHIBIT C-3
Method of Payment**

(Budget through June 30, 2020)

Priority Areas	Hours	FY 2020
Technical and Business Support (\$125.63/hr.)	650	\$81,659.50
Training and Professional Development (\$114.15/hr.)	580	\$66,207.00
Data Analysis and Support (\$130.67/hr.)	298	\$38,939.66
Systems Support and Development (\$130.11/hr.)	85	\$11,059.35
Total	1613	\$197,865.51

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$197,865.51.

Funding Source: Funds to support this request are available in the accounts titled Education Credentialing, Title I-A Compensatory Ed, Assessment-Federal, Assessment-State, Educational Statistics and Federal Accountability in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	FY 20
06-56-56-566510-90080000-102-500731 Contracts for Program Services	\$90,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$34,375.43
06-56-56-562010-25340000-072-509073 Grants-Federal	\$20,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$20,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$23,490.08
Total	\$197,865.51

ADDITIONAL FUNDING

(Budget through June 30, 2020)

Priority Area	Hours	FY 2020
Credentialing-Administrative Rule System Support (\$130.00/hr.)	1000	\$130,000.00
Total		\$130,000.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$130,000.00.

Funding Source: Funds to support this request are available in the accounts titled Education Credentialing as follows:

06-56-56-566510-90080000-102-500731 Contracts for Program Services	FY20
Total	\$130,000.00

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

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials *mt*
Date 8/2/20

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 
Date 2/12/20

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 MS
Date 2-12-20

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/sfillin.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 ME
Date 2/12/10

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 MS
Date 1.12.20

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Michael Schwartz, as a Sole Owner of my Business, Community School Partners certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

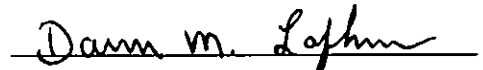
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 12 day of February, 2020.


Sole Owner

STATE OF NH
COUNTY OF Merrimack

On this the 12th day of February, 2020, before me, Dawn M. Laflam the undersigned Officer, personally appeared, Michael Schwartz who acknowledged herself to be the Sole Owner of Community + School Partners a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as sole proprietor.

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


Notary Public/Justice of the Peace

My Commission expires:

DAWN M. LAFLAM
Justice of the Peace
State of New Hampshire
My Commission Expires March 7, 2023

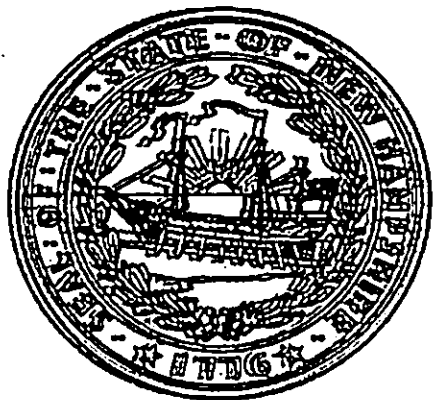
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. 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: 349761

Certificate Number: 0004492895



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2019

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 Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey	PHONE (A/C No. Ext): (803) 433-5000	FAX (A/C No.): (803) 740-5000
	E-MAIL ADDRESS: emma@kaneins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Sentinel Insurance Co		11000	
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL19112028374 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR (INSR. WYD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	08/10/2019	08/10/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <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	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 **Activities usual and customary to education consulting.

CERTIFICATE HOLDER NH Department of Education The State of New Hampshi 101 Pleasant St 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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MICHAEL SCHWARTZ

Education

University of New Hampshire, Durham, NH
PhD Education - Leadership and Policy, 2014

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

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

Professional Background

New Hampshire Department of Education, Concord, NH (2002-present)

Consultant (Demonstrated Success and Community & School Partners)

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

Massachusetts Department of Education, Malden, MA (200-2002)

Consultant

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

Accenture, Atlanta, GA and Boston, MA (1989-2000)

Strategy and Technology Consultant

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.
 - Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
 - Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.
 - Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
 - Project recovery: brought into fledgling technology development effort to guide a critical business implementation.

- o Programs included such activities as managing teams of more than 30, delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

IBM Advanced Education Systems, Atlanta, GA (1986-1988)

Education Technology Representative

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

Other Related Experience

- Member, Rye School Board
- Leadership for New Hampshire
- Rye Education Foundation – Board Member / Grants Committee
- Software Development – All aspects of development from design to programming; from database development to training

References

Please find three references following and additional references are available upon request.

- Judith Fillion, Retired Director, Division of Program Support, NH Department of Education
- Irene Koffink, NH Department of Information Technologies
- Lois Costa, Principal, Marston School

217 915



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 3, 2019

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

REQUESTED ACTION

Authorize the Department of Education to exercise a renewal option of a contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), by increasing the price limitation by \$197,865.51 from \$358,601.21 to \$556,466.72, to assist the NH Department of Education with the oversight of the Initiative for School Empowerment and Excellence (i4see) and related data systems, for the period effective July 1, 2019 through June 30, 2020, upon Governor and Council approval. This contract was originally approved by Governor and Council on August 2, 2017 (Item #35) and amended on June 20, 2018 (Item #128). 39% Federal Funds, 15% General, 46% Other Funds

Funds to support this request are anticipated to be available in the accounts titled Education Credentialing, Title I-A Compensatory Ed, Assessment-Federal, Assessment-State, Educational Statistics and Federal Accountability in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 20</u>
06-56-56-566510-90080000-102-500731 Contracts for Program Services	\$90,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$34,375.43
06-56-56-562010-25340000-072-509073 Grants-Federal	\$20,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$20,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$23,490.08</u>
Total	\$197,865.51

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 3, 2019
Page 2 of 2

EXPLANATION

The Department would like to continue to contract with Community and School Partners, LLC, because Community & School Partners, LLC, has assisted the Department on a variety of data initiatives. Members have worked closely on the continued development and expansion of the i4see system, the Statewide Longitudinal Data System (SLDS), and state-wide assessments.

A request for proposals was posted on the Department website on May 2-11, 2017 and in the Union Leader on May 2-4, 2017. Two proposals were received. They were reviewed and scored by an evaluation team. Community & School Partners, LLC received the highest score, and a contract was brought forward for Governor and Council approval.

Community & School Partners, LLC has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs in order to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge results in greater productivity for the state. Together, their breadth and depth of experience are an asset to the NH DOE in assisting schools in leveraging data to better inform instruction.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FB:sm:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor and Council on August 2, 2017 (Item #35) and amended on June 20, 2018 (Item #128) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2020
2. Amend Section 1.8 by increasing the price limitation from \$358,601.21 to \$556,466.72
3. Remove Exhibit A-1 (Scope of Services) and replace with Exhibit A-2 (Scope of Services)
4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget)
5. Remove Exhibit C and replace with Exhibit C-1
6. Add Exhibit D (Contractor Obligations)
7. Add Exhibit E (Federal Debarment and Suspension)
8. Add Exhibit F (Anti-Lobbying)
9. Add Exhibit G (Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality)
10. Add Exhibit H (Termination)
11. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
12. This amendment shall commence July 1, 2019, upon Governor and Council approval, and shall terminate on June 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
(Agency)

Division of Commissioner's Office
By: [Signature] 5-15-19
Commissioner of Education Date

Community & School Partners, LLC
Name of Corporation (Contractor)
By: [Signature] 5-3-19
Michael F. Schwartz, Sole Proprietor Date

STATE OF New Hampshire
County of Merrimack

On this the 3rd day of May, 2019 before me, Dawn M. Laflam, the undersigned officer, personally appeared Michael F. Schwartz 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.

[Signature]
Notary Public/Justice of the Peace

DAWN M. LAFLAM
Justice of the Peace
State of New Hampshire
Commission Expires March 7, 2023
Commission Expires

Approved as to form, substance and execution by the Attorney General this 29 day of MAY, 2019.

[Signature]
Richard K. Sava
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 2019

By: _____

EXHIBIT A-2

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education upon Governor and Council approval effective July 1, 2019 through June 30, 2020.

Area / Services
1. i4see and EIS Support <ul style="list-style-type: none">• Assist with system changes and implementation of i4see system.• Provide support for state assessment registration.• Help schools submit the required data used for state assessment reporting.• Assist with the business requirement definition, system requirement definition and design specifications.• Oversee new requirements and assist in the testing and implementation of changes to the EIS system.
2. Support for Student Data System <ul style="list-style-type: none">• Connect the education business requirements with the technology needs and systems.• Help ensure the student data systems have the rules and include the required data to meet the state assessment data requirements.• Help develop design specifications, business requirements and support documents.
3. Support for the Data Warehouse <ul style="list-style-type: none">• Help enhance the data warehouse systems.• Work with DOE and DOI personnel to ensure state assessment data is included in the data warehouse.• Provide guidance to assist the state staff in combining the state assessments in order to report assessment and accountability data.• Work with the bureau to develop a single source for student data – longitudinal records that link across-function of data.
4. Creation of Knowledge Transfer Documents <ul style="list-style-type: none">• Work on knowledge transfer documentation for both DOE staff and for school and other external stakeholders. This knowledge transfer will include assessment related guidance and support.
5. School District Support <ul style="list-style-type: none">• Provide support for school districts as needed and directed for the i4see Workbench and Educator Information System.
6. Assessment Support <ul style="list-style-type: none">• Assist and provide expertise with the assessment vendor(s) selected for the 2018-19 school year.• Assist with the data interchange requirements.• Assist with the integration of data into existing DOE data systems.• Assist with the creation and publishing of assessment reports.
7. PACE Support <ul style="list-style-type: none">• Implement frameworks to collect data for the PACE common assessment, end of year competency assessments and judgment surveys.• Help support schools as they submit this data.• Assist with the planning and implementation for the summer summit (to calibrate assessment data).

- | |
|---|
| <p>8. NTEP Support</p> <ul style="list-style-type: none"> • Provide data and DOE system expertise to assist with data support for the educator preparation programs. • Help define the technical requirements to meet the NTEP business goals. • Assist with the implementation of data collection tools and with the development of data extracts and analysis. |
| <p>9. Data and Accountability Support</p> <ul style="list-style-type: none"> • Provide guidance and expertise as the DOE moves forward to integrate source systems and data (e.g. 21st century, CoTE, Special Education, EL, FNS, State Scholars, District Profile). • Other duties as assigned by the Division Director of Program Support. |

The staff of Community & School Partners will work with the following Department administrators in their work as described above:

Activity	Administrator
Assessment related activities	Division Director of Learner Support, Heather Gage & Bureau Administrator of Instructional Support, Julie Couch
Data management activities	Division Director of Education Analytics and Resources, Caitlin Davis
Certification & Educator Information System (EIS) activities	Division Director of Educator Support and Higher Education, Michael Seidel

Work hours will be used to provide support for the above services.

**EXHIBIT B-2
BUDGET**

(Budget through June 30, 2020)

Priority Areas	Hours	Cost
Technical and Business Support (\$125.63/hr.)	650	\$81,659.50
Training and Professional Development (\$114.15/hr.)	580	\$66,207.00
Data Analysis and Support (\$130.67/hr.)	298	\$38,939.66
Systems Support and Development (\$130.11/hr.)	85	\$11,059.35
Total	1613	\$197,865.51

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$197,865.51.

Funding Source: Funds to support this request are anticipated to be available in the accounts titled Education Credentialing, Title I-A Compensatory Ed, Assessment-Federal, Assessment-State, Educational Statistics and Federal Accountability in FY 20 upon the availability and continued appropriation of funds in the future operating budget:

	FY 20
06-56-56-566510-90080000-102-500731 Contracts for Program Services	\$90,000.00
06-56-56-562010-25090000-072-509073 Grants-Federal	\$34,375.43
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06-56-56-562010-25310000-612-500942 State Testing	\$20,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$23,490.08</u>
Total	\$197,865.51

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

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contract between Community & School Partners, LLC and the New Hampshire Department of Education

Contractor Initials MA
Date 5-3-19

EXHIBIT C-1

Provisions of form P-37 paragraph 15 does not apply to this contract.

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 MA
Date 5-2-19

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 MA
Date 5-3-19

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/sfillin.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 MA
Date 6-3-19

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 ML
Date 5.3.19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.
If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.
If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials MA
Date 5-3-19

State of New Hampshire

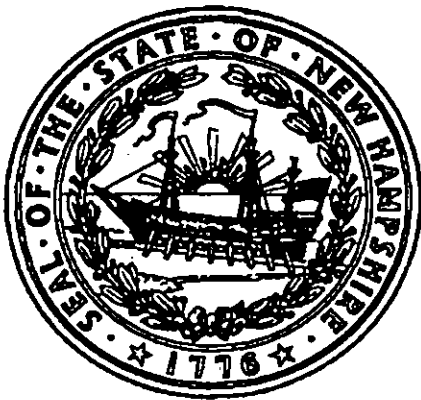
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. 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: 349761

Certificate Number: 0004492895



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

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

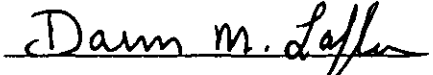
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Member of the Limited Liability Company this 3 day of May, 2019.


Sole Proprietor

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 3rd day of May, 2019, before me, Dawn M. Laflam the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Proprietor of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Proprietor.

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


Notary Public/Justice of the Peace

My Commission expires:

DAWN M. LAFLAM
Justice of the Peace
State of New Hampshire
My Commission Expires March 7, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2019

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 Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (803) 433-5600 E-MAIL ADDRESS: emma@kaneins.com FAX (A/C, No): (803) 740-5000
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Community & School Partners, LLC	


COVERAGES **CERTIFICATE NUMBER:** CL1941025450 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				08/10/2018	08/10/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							XCYBR	\$
	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)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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) 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)

**Operation usual and customary to education consulting.

CERTIFICATE HOLDER NH Department of Education & The State of New Hampshire	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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MICHAEL SCHWARTZ

Education

University of New Hampshire, Durham, NH
PhD Education - Leadership and Policy, 2014

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

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

Professional Background

New Hampshire Department of Education, Concord, NH (2002-present)
Consultant (Demonstrated Success and Community & School Partners)

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

Massachusetts Department of Education, Malden, MA (200-2002)
Consultant

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

Accenture, Atlanta, GA and Boston, MA (1989-2000)

Strategy and Technology Consultant

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.
 - Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
 - Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.
 - Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
 - Project recovery: brought into fledgling technology development effort to guide a critical business implementation.

- o Programs included such activities as managing teams of more than 30, delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

IBM Advanced Education Systems, Atlanta, GA (1986-1988)

Education Technology Representative

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

Other Related Experience

- Member, Rye School Board
- Leadership for New Hampshire
- Rye Education Foundation – Board Member / Grants Committee
- Software Development – All aspects of development from design to programming; from database development to training

References

Please find three references following and additional references are available upon request.

- Judith Fillion, Retired Director, Division of Program Support, NH Department of Education
- Irene Koffink, NH Department of Information Technologies
- Lois Costa, Principal, Marston School

128^A 48



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 22, 2018

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

REQUESTED ACTION

Authorize the Department of Education to exercise a renewal option of a contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), by increasing the price limitation by \$179,982.17 from \$178,619.04 to \$358,601.21, to assist the NH Department of Education with the oversight of the Initiative for School Empowerment and Excellence (i4see) and related data systems, for the period effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. This contract was originally approved by Governor and Council on August 2, 2017 (Item #35). 12% General Funds, 44% Federal Funds, 44% Other Funds

Funds to support this request are available in the accounts titled Education Credentialing, Network for Transforming Educator Preparation, Title I Compensatory Education, Federal Assessment, and State Assessment as follows:

	<u>FY 19</u>
06-56-56-563510-25300000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-563510-51120000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25310000-612-500942 State Testing	<u>\$ 19,982.17</u>
	\$179,982.17

EXPLANATION

The Department would like to continue to contract with Community and School Partners, LLC, because Community & School Partners, LLC, has assisted the Department on a variety of data initiatives. Members have worked closely with the implementation of the i4see system as well as the Statewide Longitudinal Data System (SLDS) initiatives and state-wide assessments.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 22, 2018
Page 2 of 2

A request for proposals was posted on the Department website on May 2-11, 2017 and in the Union Leader on May 2-4, 2017. Two proposals were received. They were reviewed and scored by an evaluation team. Community & School Partners, LLC received the highest score, and a contract was brought forward for Governor and Council approval.

Community & School Partners, LLC has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs in order to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge will result in greater productivity for the state with minimal time necessary to learn the processes. Together, their breadth and depth of experience will be an asset to the NH DOE in assisting schools in leveraging data to better inform instruction.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FB:sm:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Educational Improvement, hereinafter "the Agency," and Community & School Partners, LLC, Rye, NH hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor and Council on August 2nd, 2017 hereby agree to modify same as follows: (Item # 35) *ewf*

1. Amend Section 1.7 by extending the completion date to June 30, 2019
2. Amend Section 1.8 by increasing the price limitation from \$178,619.04 to \$358,601.21
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective July 1, 2018 upon Governor and Council approval.

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
(Agency)

By: *Frank Edelblut*
Frank Edelblut, Commissioner of Education

Community and School Partner, LLC

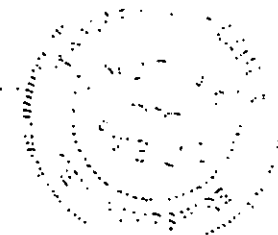
By: *Michael Schwartz*
Michael Schwartz, Sole Member

STATE OF New Hampshire
County of Merrimack

On this the 16th day of May 2018 before me, Tamara J. Feener the undersigned officer, personally appeared Michael Schwartz who acknowledged himself to be the Sole Member of Community & School Partners, LLC a limited liability company, and that he, as such Sole Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Sole Member.

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

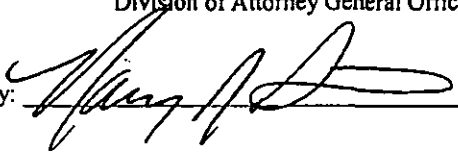
Tamara J. Feener
Notary Public Justice of the Peace



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

Approved as to form, substance and execution by the Attorney General this 31st day of May, 2018.

Division of Attorney General Office

By:  _____

Approved by the Governor and Council this _____ day of _____, 2018

By: _____

EXHIBIT A-1

SCOPE OF SERVICES

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education upon Governor and Council approval effective July 1, 2018 through June 30, 2019.

Area / Services
<p>1. i4see and EIS Support</p> <ul style="list-style-type: none">• Assist with system changes and implementation of i4see system.• Provide support for state assessment registration.• Help schools submit the required data used for state assessment reporting.• Assist with the business requirement definition, system requirement definition and design specifications.• Oversee new requirements and assist in the testing and implementation of changes to the EIS system.
<p>2. Support for Student Data System</p> <ul style="list-style-type: none">• Connect the education business requirements with the technology needs and systems.• Help ensure the student data systems have the rules and include the required data to meet the state assessment data requirements.• Help develop design specifications, business requirements and support documents.
<p>3. Support for the Data Warehouse</p> <ul style="list-style-type: none">• Help enhance the data warehouse systems.• Work with DOE and DOIT personnel to ensure state assessment data is included in the data warehouse.• Provide guidance to assist the state staff in combining the state assessments in order to report assessment and accountability data.• Work with the bureau to develop a single source for student data – longitudinal records that link across-function of data.
<p>4. Creation of Knowledge Transfer Documents</p> <ul style="list-style-type: none">• Work on knowledge transfer documentation for both DOE staff and for school and other external stakeholders. This knowledge transfer will include assessment related guidance and support.
<p>5. School District Support</p> <ul style="list-style-type: none">• Provide support for school districts as needed and directed for the i4see Workbench and Educator Information System.
<p>6. Assessment Support</p> <ul style="list-style-type: none">• Assist and provide expertise with the assessment vendor(s) selected for the 2018-19 school year.• Assist with the data interchange requirements.• Assist with the integration of data into existing DOE data systems.• Assist with the creation and publishing of assessment reports.
<p>7. PACE Support</p> <ul style="list-style-type: none">• Implement frameworks to collect data for the PACE common assessment, end of year competency assessments and judgment surveys.• Help support schools as they submit this data.• Assist with the planning and implementation for the summer summit (to calibrate assessment data).

<p>8. NTEP Support</p> <ul style="list-style-type: none"> • Provide data and DOE system expertise to assist with data support for the educator preparation programs. • Help define the technical requirements to meet the NTEP business goals. • Assist with the implementation of data collection tools and with the development of data extracts and analysis.
<p>9. Data and Accountability Support</p> <ul style="list-style-type: none"> • Provide guidance and expertise as the DOE moves forward to integrate source systems and data (e.g. 21st century, CoTE, Special Education, EL, FNS, State Scholars, District Profile). • Other duties as assigned by the Division Director of Program Support.

The staff of Community & School Partners will work with the following Department administrators in their work as described above:

Activity	Administrator
Assessment related activities	Division Director of Educational Improvement, Heather Gage & Bureau Administrator of Instructional Support and Student Assessment, Julie Couch
Data management activities	Division Director of Program Support, Caitlin Davis & Administrator of Bureau of Accountability & Data Management, Sandie MacDonald
Certification & Educator Information System (EIS) activities	Division Director of Higher Education, Michael Seidel
NTEP activities	Division Director of Higher Education, Michael Seidel

Work hours will be used to provide support for the above services.

**EXHIBIT B-1
BUDGET**

Priority Areas	Hours	Cost
Technical and Business Support (\$125.63/hr.)	628	\$78,895.64
Training and Professional Development (\$114.15/hr.)	580	\$66,207.00
Data Analysis and Support (\$134.67/hr.)	259	\$34,879.53
Total	1467	\$179,982.17

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$179,982.17.

Funding Source: Funding is available in the following accounts in FY 2019: Education Credentialing, Network for Transforming Educator Preparation, Title I Compensatory Education, Federal Assessment, and State Assessment.

	FY 19
06-56-56-563510-25300000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-563510-51120000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$ 40,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$ 19,982.17

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

Saundra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. 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: 349761

Certificate Number: 0004095181



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

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

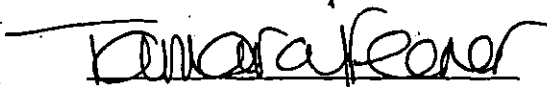
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Member of the Limited Liability Company this 16 day of May, 2018.


Sole Member

STATE OF New Hampshire
COUNTY OF Merrimack

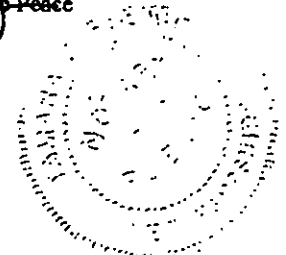
On this the 16th day of May, 2018, before me, Tamara J. Feener the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Member of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Sole Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member.

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


Notary Public/Justice of the Peace

My Commission expires:

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2018

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 Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (AC, No, Ext): (603) 433-5800 FAX (AC, No): (603) 740-5000 E-MAIL ADDRESS: emma@kaneins.com
INSURED Community & School Partners LLC NH 03870	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1851020871 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	ADD. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			08/10/2017	08/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 XCYBR \$ COMBINED SINGLE LIMIT (Ea occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					\$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Operations usual and customary to education consulting.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education The State of New Hampshire

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Community & School Partners, LLC
BUILDING BRIDGES FOR OUR YOUTH

161 Wallis Road
Rye, NH 03870

May 31, 2018

To: Ms. Ellie Riel
101 Pleasant Street
Concord, NH 03301

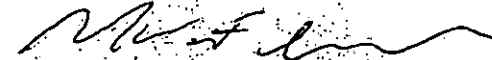
Dear Ms. Riel,

As requested, I am providing an explanation for the question regarding workers comp coverage. As certified, I am the sole member of Community & School Partners. The other resources act in a 1099 contracting manor to Community & School Partners. They are not full time employees and working on their own schedule.

Please let me know if you have any questions and/or if I am misunderstanding any requirements.

Thank you.

Take Care,



Mike Schwartz
Community & School Partners



78
35

Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

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

July 10, 2017

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Community & School Partners, LLC, Rye, NH, (Vendor code 159040), in an amount not to exceed \$178,619.04, to assist the NH Department of Education with the oversight of the Initiative for School Empowerment and Excellence (i4see) and related data systems, effective upon Governor and Council approval through June 30, 2018, with the option to renew for up to two additional one-year terms. 78% Federal Funds, 22% Other Funds

Funding is available in the following accounts in FY 2018: Education Credentialing, Network for Transforming Educator Preparation, State Assessment-Federal.

	<u>FY 18</u>
06-56-56-563510-25300000-102-500731 Contracts for Program Services	\$ 39,309.52
06-56-56-563510-5112000-046-500464 Consultants	\$ 39,309.52
06-56-56-562010-25340000-102-500731 Contracts for Program Services	<u>\$100,000.00</u>
	<u>\$178,619.04</u>

EXPLANATION

A request for proposals was posted on the Department website on May 2-11, 2017 and in the Union Leader on May 2-4, 2017. The Department was seeking an individual to assist with the oversight of the Initiative for School Empowerment and Excellence (i4see) and related data systems. Two proposals were received. They were reviewed and rated, using the attached scoring rubric (Attachment A), by an evaluation team consisting of the Director, Division of Program Support; Systems Developer, Department of Information Technology; and Program Specialist, Bureau of Data Management.

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

July 10, 2017

Page 2 of 2

Community & School Partners, LLC, has assisted the Department on a variety of data initiatives. Members have worked closely with the implementation of the i4see system as well as the Statewide Longitudinal Data System (SLDS) initiatives and state-wide assessments. Community & School Partners, LLC has a great deal of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs in order to communicate the pros and cons of projects as they may help or hinder education policy and practice. Their experience and knowledge will result in greater productivity for the state with minimal time necessary to learn the processes. Together, their breadth and depth of experience will be an asset to the NH DOE in assisting schools in leveraging data to better inform instruction.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FB:sm:emr

Attachment A

SCORING FOR REVIEW OF FY 18-19 DATA ANALYST PROPOSAL

Proposal Criteria in the RFP

Experience	45 points
Description of Services	30 points
Itemized Budget	25 points
Possible Points	100 points

Two (2) RFPs were received and scored.

	Ginny C.	Scott M.	Gretchen T.	Average
Community & School Partners, LLC	90	92	95	92
Keith R. Burke	70	88	70	76

An RFP review occurred on Monday, May 22, 2017. The RFP review panel consisted of the following employees from the Department of Education.

Virginia Clifford - Administrator, Bureau of Credentialing. Virginia has been the administrator for four years and works closely with the i4see coordinator.

Scott J. Mantie, Ph.D. - Director, Division of Program Support. Scott has been the Director of Program Support for two years, and worked as the Accountability and Assessment Administrator for two years prior. He has extensive knowledge in data analysis.

Gretchen Tetreault - Business Systems Analyst, Bureau of Accountability, Data Analysis and Management. Gretchen has worked in the Bureau of Accountability Data Analysis and Management, formerly known as the Bureau of Data Management, for 8 years as a Program Specialist and now as a Supervisor of the i4see team.

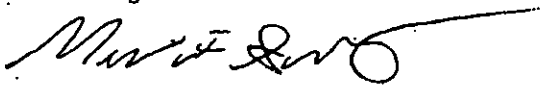


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 101 Pleasant St., Concord, NH 03301	
1.3 Contractor Name Community & School Partners, LLC		1.4 Contractor Address 161 Wallis Rd., Rye, NH 03870	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$178,619.04
1.9 Contracting Officer for State Agency Scott J. Mantie, Ph.D., Director, Division of Program Support		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Schwartz, Member	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Tioga</u> On <u>July 6, 2017</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]		KATHERINE SACK NOTARY PUBLIC-STATE OF NEW YORK No. 01SA6262677 Qualified in <u>Tioga</u> County My Commission Expires 06-29-2020	
1.13.2 Name and Title of Notary or Justice of the Peace Katherine Sack			
1.14 State Agency Signature  Date: <u>7-17-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT, COMMISSIONER OF EDUCATION</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara O'Sullivan</u> Director, On: <u>7-20-17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric B. McLintock</u> On: <u>7/20/17</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 80:7c 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 91A 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

Community & School Partners, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2018.

Area / Services
<p>1. i4see and EIS Support</p> <ul style="list-style-type: none">• Assist with system changes and implementation of i4see system.• Provide support for state assessment registration.• Help schools submit the required data used for state assessment reporting.• Assist with the business requirement definition, system requirement definition and design specifications.• Oversee new requirements and assist in the testing and implementation of changes to the EIS system.
<p>2. Support for Student Data System</p> <ul style="list-style-type: none">• Connect the education business requirements with the technology needs and systems.• Help ensure the student data systems have the rules and include the required data to meet the state assessment data requirements.• Help develop design specifications, business requirements and support documents.
<p>3. Support for the Data Warehouse</p> <ul style="list-style-type: none">• Help enhance the data warehouse systems.• Work with DOE and DOIT personnel to ensure state assessment data is included in the data warehouse.• Provide guidance to assist the state staff in combining the state assessments in order to report assessment and accountability data.• Work with the bureau to develop a single source for student data – longitudinal records that link across-function of data.
<p>4. Creation of Knowledge Transfer Documents</p> <ul style="list-style-type: none">• Work on knowledge transfer documentation for both DOE staff and for school and other external stakeholders. This knowledge transfer will include assessment related guidance and support.
<p>5. School District Support</p> <ul style="list-style-type: none">• Provide support for school districts as needed and directed for the i4see Workbench and Educator Information System.
<p>6. Assessment Support</p> <ul style="list-style-type: none">• Assist and provide expertise with the assessment vendor(s) selected for the 2017-18 school year.• Assist with the data interchange requirements.• Assist with the integration of data into existing DOE data systems.• Assist with the creation and publishing of assessment reports.
<p>7. PACE Support</p> <ul style="list-style-type: none">• Implement frameworks to collect data for the PACE common assessment, end of year competency assessments and judgment surveys.• Help support schools as they submit this data.• Assist with the planning and implementation for the summer summit (to calibrate assessment data).

- | |
|---|
| <p>8. NTEP Support</p> <ul style="list-style-type: none"> • Provide data and DOE system expertise to assist with data support for the educator preparation programs. • Help define the technical requirements to meet the NTEP business goals. • Assist with the implementation of data collection tools and with the development of data extracts and analysis. |
| <p>9. Data and Accountability Support</p> <ul style="list-style-type: none"> • Provide guidance and expertise as the DOE moves forward to integrate source systems and data (e.g. 21st century, CoTE, Special Education, EL, FNS, State Scholars, District Profile). • Other duties as assigned by the Division Director of Program Support. |

The staff of Community & School Partners will work with the following Department administrators in their work as described above:

Activity	Administrator
Assessment related activities	Division Director of Educational Improvement, Heather Gage & Bureau Administrator of Instructional Support and Student Assessment, Sandie MacDonald
Data management activities	Division Director of Program Support Scott Mantle
Certification & Educator Information System (EIS) activities	Bureau of Credentialing Administrator Ginny Clifford
NTEP activities	Bureau of Educator Prep Programs Nicole Heimarck

Work hours will be used to provide support for the above services.

**EXHIBIT B
BUDGET**

Priority Areas	Hours	Cost
Technical and Business Support (\$125.63/hr.)	624	\$78,393.12
Training and Professional Development (\$114.15/hr.)	576	\$65,750.40
Data Analysis and Support (\$134.67/hr.)	256	\$34,475.52
Total	1456	\$178,619.04

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$178,619.04.

Funding Source: Funding is available in the following accounts in FY 2018: Education Credentialing, Network for Transforming Educator Preparation, State Assessment-Federal.

06-56-56-563510-25300000-102-500731 Contracts for Program Services	FY 18 \$ 39,309.52
06-56-56-563510-5112000-046-500464 Consultants	\$ 39,309.52
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$100,000.00

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

Tom Feener
Program Specialist
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT C

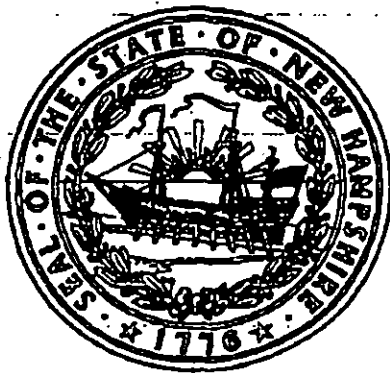
Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to two additional one-year terms, subject to the contractor's acceptable performance of the terms therein.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. 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: 349761



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

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

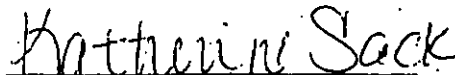
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Member of the Limited Liability Company this 6 day of July, 2017.


Sole Member

STATE OF New York
COUNTY OF Tioga

On this the 6 day of July, 2017, before me, Katherine Sack the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Member of Community & School Partners, LLC, a Limited Liability Company, and that he, as such Sole Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Member.

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


Notary Public/Justice of the Peace

My Commission expires:

KATHERINE SACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6262677
Qualified In Tioga County
My Commission Expires 06-29-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey
	PHONE (AG, Ho, Ext): E-MAIL ADDRESS: emma@kaneins.com FAX (AG, No):
INSURED COMMUNITY & SCHOOL PARTNERS LLC	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER: CL1752916755

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			8/10/2016	8/10/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 XCYBR \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Operations usual and customary to education consulting.

CERTIFICATE HOLDER

NH Department of Education
The State of New Hampshire

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

Chad Hancock/CHAD

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MICHAEL SCHWARTZ

Education

University of New Hampshire, Durham, NH
PhD Education - Leadership and Policy, 2014

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

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

Professional Background

New Hampshire Department of Education, Concord, NH (2002-present)
Consultant (Demonstrated Success and Community & School Partners)

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

Massachusetts Department of Education, Malden, MA (200-2002)
Consultant

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

Accenture, Atlanta, GA and Boston, MA (1989-2000)

Strategy and Technology Consultant

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.
 - Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
 - Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.
 - Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
 - Project recovery: brought into fledgling technology development effort to guide a critical business implementation.

- o Programs included such activities as managing teams of more than 30; delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

IBM Advanced Education Systems, Atlanta, GA (1986-1988)

Education Technology Representative

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

Other Related Experience

- Member, Rye School Board
- Leadership for New Hampshire
- Rye Education Foundation – Board Member / Grants Committee
- Software Development – All aspects of development from design to programming; from database development to training

References

Please find three references following and additional references are available upon request.

- Judith Fillion, Retired Director, Division of Program Support, NH Department of Education
- Irene Koffink, NH Department of Information Technologies
- Lois Costa, Principal, Marston School

KAREN MATSO

Education

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

MS. Ed., Bank Street College. New York, NY. Special Ed. Concentration, 1997

MSW., Columbia University, New York, NY, 1997

Teaching Credential, California State University, Dominguez Hills; 1993
Licensed to teach in the States of N.H. and ME

BA., Colgate University, Hamilton, NY. English Major, Peace Studies Minor, 1991

Professional Background

Professional Development Director, Demonstrated Success (2014-present)

- Develop and deliver professional development workshops
- Train teams to use data tools
- Facilitate strategic planning sessions

Data Collection and Data Use Trainer

New Hampshire Department of Education, Concord, NH (2009-2014)

- Train educators in assessment tools
- Facilitate data and strategic planning meetings
- Train teams in PLC and RTI best practices

Educational Consultant

Southeastern Regional, Educational Service Center (SERESC), Bedford NH (2012-2014)

- Develop and analyze Needs Assessment Surveys
- Present to teams on Common Core Transition
- Facilitate school-based teamwork on Common Core
- Develop Common Core transition plans with administrative teams

Public Consulting Group (PCG), Connecticut (2014)

- Deliver full-day Literacy Common Core Workshops

RTI Coordinator (2010-2012)

- Facilitate grade level PLC's
- Analyze district wide data
- Develop protocols for RTI all levels
- Facilitate RTI leadership teams

Adolescent Literacy Specialist (2005-2009)

Kittery Schools, Kittery, ME

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

Private Consultant (2004-2005)

Exeter Speech Language and Education Associates, Exeter, NH

- Conducted formal and informal literacy assessments for students, ages 8-17
- Provided diagnostic instruction in reading and writing skills
- Provided instruction in reasoning and meta-cognition

Homeschool Ed-Venture, Kittery, ME

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

Special Education Teacher (1996-2001)

Mast Way School, Lee, NH

Barrington Elementary School, Barrington, NH

Mary McDowell Center for Learning, Brooklyn, NY

Regular Education Teacher (1991-1993)

Compton Unified School District, Compton, CA

- Taught bilingual third grade in East Los Angeles.

Social Work Experience

Big Sisters, New York, NY (1995-1996)

- Provided individual and group therapy in school setting.

The Legal Aid Society, Brooklyn, NY (1994-1995)

- Provided case management and therapeutic services for adolescents and children involved in delinquency and neglect cases.

Specialized Skills

Orton Gillingham and Lindamood Bell Literacy Interventions

Pearson Inform Student Assessment System

Performance Plus Student Assessment System

Excel

Grant Writing

HONORS

Teach For America, Los Angeles, CA.

CYNTHIA CURRIER

Education

1968 B.S. S.U.N.Y. at Oswego
1985 C.L.I.P.P. Summer program Dartmouth College
1988 M.Ed. Antioch University

Graduate credits (60) from Long Beach State, CA, Plymouth State,
Keene State, and UNH

Employment History

2007 - **Self employed consultant**
Work on i4see project for NHDOE
NHSTE licensing program manager
Work on State Scholars' Initiative for NHCUC
Taught Technology course for NEC
Training at various K-12 schools and Rivier College
Helped coordinate/orchestrate NHSTE Technology Integration sessions
NH Board member for NEISTE NE (regional affiliate of ISTE)
SLDS project NHDOE including Educator Information System and
Educator Evaluation System

SERESC
29 Commerce Drive
Bedford, NH 03110
603-206-6808

2001 - 2006 **Technology Specialist**

- Holds NH experienced teaching certification
- Deliver professional development workshops to school districts
- Training and consultation to colleges and universities
- Perform technology school assessments
- Completed successful e-rate applications for school districts
- Video conference e-rate instruction
- Worked extensively with the NHDOE-OET on PT3 grant needs
- Training on videography and movie editing
- Created and disseminated the PT3 monthly newsletter
- Provide support and training on WinSchool, MacSchool and eClass
- Provide Filemaker Pro instruction as well as DB to web publishing
- Coordinator for the South Central Education Support Center
- Crosswalk for Career and Technical Education programs in NH
- Instituted state-wide purchasing for key software programs
- Mentored math teachers seeking alternative certification
- Worked on Distinguished Educator project for NHDOE – data import

Kearsarge Regional School District
190 Main Street

New London, NH 03257
603-526-2150

- 1990-2001** Director of Technology
1987-90 HS Computer Teacher/Computer Coordinator
1985-87 MS Math Teacher/District Computer Coordinator
- Taught high school computer literacy, BASIC, and PASCAL
 - Trained teachers in the use of technology
 - Helped teachers integrate technology into their curriculum
 - Modeled lessons in elementary, middle, and high school classes
 - Worked with students on Computer Literacy Test Out and independent project alternative
 - Chairman of Technology, Long Distance Learning, and Progress Report Committees
 - Member of Professional Development Committee and Strategic Planning Committee
 - Worked with SAU to select financial program
 - Set up district WAN for all schools in the district with Internet access
 - Automated libraries in all schools
 - Trained personnel in use of MacSchool (Student Management)
 - Completed Master Teacher Projects using electronic portfolio
 - Created student web page clubs and student technology assistant programs
 - Received monies for the district through grants and e-rate
 - Taught an adult technology course before and after an adult education program was formally organized in the district
 - Practiced "just in time" training for teachers
- 1970-1985** Middle School Math Teacher
- Started an 8th Grade Algebra Course
 - Initiated an individualized math program
 - Combined problem solving skills with computer programming
- 1972-75** Owned and operated The Bazaar Gift Shop, Sunapee Harbor, NH
- Los Angeles Unified School District
Figueroa Street
Los Angeles, CA
- 1968-70** Teacher for grade 5
- Instituted a program for shared teaching between reading and math

Professional

- Co-founder of NHACC (NH Assoc. Computer Coordinators)
- Middle School Representative to ATMNE - NH
- Member of ATMNE and NCTM
- Advisor to Governor Initiative's Program
- Member of Selection Committee for Teacher In Space
- President of NHSTE
- ISTE member
- NHSAA/NHSTE Technology conferences - program chair, vendor chair, and presenter chair, organized and installed first hands-on lab for conferences

- Presenter for NCTM, ATMNE, MECC, NHSTE
- Presenter at workshops for Merrimack, Londonderry, Hooksett and Manchester School Districts
- NHMaST Board member
- Consultant for Claremont School District
- Initiator for Internet Toolkit for NH State Schools
- Attendee of NECC Conferencess
- Instructor for Multimedia/Internet courses for UNH
- Instructor for computer courses at Keene State College

Recognition

- Apple Distinguished Educator 1994-97
- NH Excellence in Education Award 1995
- NHSTE Technology Administrator of the Year 1994

Community

- Past President of Otter Pond Protective Association .
Executive Board for Otter Pond Protective Association
- Past Treasurer Sunapee PTO
- Past CCD teacher at St. Joachim's Parish

KEVIN J. SCOTT

EDUCATION

- 2014 Master's Degree in Computer Science, University of Montana, Missoula, MT, Thesis Field: Bioinformatics, Mentor: Dr. Raiford
- 2006 Bachelor of Science in Computer Science, University of Montana, Missoula, MT
- 2001 Associates Degree of Applied Sciences, University of Montana, Missoula, MT

WORK EXPERIENCE

2012-Present, Developer

Software Engineer, Database Development, Lead Engineer

Responsibilities include creating custom applications and database development using Visual Studio and SQL Server for various Department of Education Government agencies.

- 1.) Major responsibilities include web development in VB for Web applications using visual studio 2010, 2012, and 2013.
- 2.) Database development using SQL Server 2012.
- 3.) Report Development using Microsoft Business Intelligence Objects.
- 4.) Working with Teams foundation server and SharePoint sites for project management and source control. Also utilized various Agile Scrum development techniques for rapid software development.
- 5.) I helped create the MSEIS (Montana State Educator Information System) web application. When I first started the project was about ¼ complete. It's now complete, and in production. I am currently working on a similar system for the Arizona and New Hampshire Departments of Education.
- 6.) I helped develop an SSO (Single Sign on System) for the state of Montana. This sign on portal system allows users to sign into multiple other systems through a single login system. I've added the ability to integrate with Active Directory to authenticate if needed. This product is complete and in production.
- 7.) I helped create a TEAMS (Terms of Employment, Accreditation, and Master Schedule) web based software system for the State of Montana Department of Education. The system is used to track OPI school employees, School Accreditation standings, and school schedule information to ensure compliance with Montana State Law. I created the system from scratch and the first part of the system is in production.
- 8.) I'm working on an Educator Evaluation system for the Department of Education in New Hampshire. The system is being developed with state of the art engineering techniques which include Microsoft Entity Framework combined with LINQ to provide reliable and secure data access.

2011-2012, Montana Mapping and GPS, Missoula, MT

Lead Engineer, Database Development, & Software Engineer

- 1.) Major responsibilities include setup and creating windows server active directory environment.
- 2.) Setup and create LAMP server environments.
- 3.) Create virtual servers for web and windows needs.

- 4.) Create RAID data network system for managing data, and backups.
- 5.) Software engineering in PHP for LAMP servers.
- 6.) Web development, automating payment API integration, and automated shipping API integration.

2005-2011, Allegiance Benefit Plan Management, Missoula, MT

Database Administrator & Software Engineer

- 1.) Major responsibilities include primary database administrator, software administrator, software engineering (mostly in C# .net, and SQL server), and database report programmer (Microsoft SSRS and Crystal Reports).
- 2.) I was project manager and lead developer for Allegiance and StarPoint Brother Companies. I recently upgraded their case management and utilization management system to a new product (Wisdom to Acuity). This includes effectively writing imports (eligibility, groups, overages, providers, ...), extracts, data conversions, new reports, as well as many new and improved processes and procedures increasing efficiency (ie. automatic dynamic reporting features that generate crystal reports in a variety of formats -word, excel, pdf) through extensive project testing and programming. I all also work closely with our nursing staff and the 3rd party vender who supplied the new Acuity Software system.
- 3.) I created a Marketing Client Tracking System that is responsible for importing emails from outlook, saving notes, attachments, setting up quarterly, weekly, monthly, and onetime reminders as well as other tracking functions. The software is extensive and keeps track of information for our marketing, flex, and accounting departments and supplies customer service inter-departmental communication. It also includes automated processes, change, and deletion logging, Additional benefits include outlook add-ins that migrate data to and from the application as well as a dynamic reporting feature. The software has an advanced security element that can apply security to any of the modules when needed. Additional reporting is built-in using Microsoft Report Viewer 2010 and xml generated excel reports.
- 4.) Additional details and other projects upon request.

2004-2005, University of Montana, Computer Science Department, Missoula, MT

Teaching Assistant for Microsoft Office and Visual Basic

Duties include effective and efficient assistance in computer programs, teaching and facilitating labs, and individual assistance.

2004, Direct Connect, Missoula, MT

Software Developer

Job responsibilities include developing web software for the University of Montana Center Game Room.

2001-2005, Professional Property Management, Missoula, MT

Maintenance Supervisor

Duties included general construction, building maintenance, basic engineering, and exceptional customer service.

TECHNICAL SKILLS

Languages: VB.NET, C#, C, C++, Java, Microsoft .Net (Web, Windows, WPF), XAML, XML, LINQ, Java Script, JQUERY, HTML, PHP, PERL, SQL, ACCESS, HTML, CSS, Flash, BAT, Macros, Enterprise Manager, Query analyzers, Query profiler, DTS, Crystal Reports, Microsoft Reporting

services, Crystal Xcelsius, Python, ASP.Net, Visual Cold Fusion, SQL (Views, Triggers, Automated Jobs and Tasks, Database Extracts), Visual Studio (2008 - 2013), SQL Management Studio and Server (2008 - 2014), Active Directory, and Net Beans, eclipse.

Software: CMS, Microsoft: (Word, Access, Excel, Power Point, Visio, Visual Studio.NET),

Macromedia: (Dream weaver, Flash, Fireworks, Contribute), Cold Fusion

Database: SQL Server, MySQL, SQLite, Flat File Systems, Oracle, others...

Operating Systems: DOS, Windows, LINUX, basic Apple, basic Unix

VOLUNTEER EXPERIENCE

- * International Order of Odd Fellows
- * Habitat for Humanity
- * Special Olympics
- * Parent Teachers Association
- * Montana State Science Fair
- * Coach Little League

REFERENCES

Stephen Saunders, Supervisor at Allegiance Benefit Plan Mgmt.

Contact Info: Phone: (406)-721-2222 E-mail: ssaunders@abpmtpa.com

Professional Property Management, Pam-Supervisor, Missoula, MT

Contact Info: (406)-721-8990

Dr. Joel Henry, Computer Science Professor for the University of Montana

Contact Info: Phone: (406)-243-2218, E-Mail: henryj@cs.umt.edu

Jack Claussen, 523 E Towne Ave, Glendive, MT 59330

Contact Info: (406)941-0244