

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  
Citizens Services Line 1-800-339-9900

May 18, 2022

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

### REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Demonstrated Success, LLC, (vendor code 267483), Portsmouth, NH in the amount of \$299,250 to assist New Hampshire schools and districts in their use and analysis of a variety of data, state standards and instructional practices, with the option to renew for up to three-one-year additional renewals, effective upon Governor & Council approval for the period July 01, 2022 through June 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Assessment-Federal for FY 23 as follows:

	<u>FY 23</u>
06-56-56-562010-25340000-102-500731	\$299,250
Contracts for Program Service	

### EXPLANATION

Demonstrated Success is a New Hampshire-based company with extensive experience in providing instructional supports and pedagogical coaching services to New Hampshire (NH) schools. Demonstrated Success is composed of experienced K-12 educators, school leaders, state level planners and technology and communication experts that have decades of in-school experience in NH.

Demonstrated Success will focus on coaching schools and districts to analyze assessment data while implementing instructional methods that integrate with all content areas to further student's achievements. While state assessed grade levels are limited to grades 3-8, and grade 11, the New Hampshire Department of Education (NHED) will be offering modular assessment materials for grades K-2 and in grades 9, 10 and 12 starting in fall 2022. Demonstrated Success will be leading the work to introduce these assessment tools and increase assessment literacy in these newly designed modular materials and Federal assessment funds will be utilized specifically for this work to improve outcomes in specific academic areas. Demonstrated Success will provide a series of webinars, an on-

line course, in-person training and both office hours and phone/virtual support for individual schools. Demonstrated Success identified a mix of professional development activities to meet the needs of various NHED stakeholders and provide on-line resources including recorded webinars that can be accessed at any time by educators. NHED has found that a majority of educators appreciate the ability to access webinars on their own schedule when they cannot attend live events.

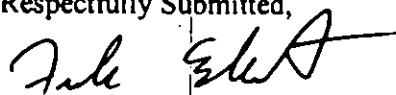
Demonstrated Success will also create a 2-credit course for NH Educators to facilitate the use of data to inform instruction. The course will focus on building effective teams to use assessment data and target both learning loss and differentiation of instruction. Registrants will take part in this free, NHED-sponsored course. Participants will engage in 2-3 asynchronous hours weekly, listening, presenting, reading, viewing, analysis, and group discussion in response to speakers, text, and short videos. There will be a total of 20 hours of face-to-face synchronous instruction, as well as asynchronous reading, individual/group work, and content related activities.

A Request for Proposals (RFP) was advertised on the NHED website on March 17, 2022 with a deadline for proposals of April 8, 2022. There were two (2) proposals submitted to the Request for Proposals "Data Analysis and Assessment Literacy Coaches for New Hampshire Schools RFP 2022-DOE-OAA-DAAL Coaches-03" in response to the notice.

A review committee consisting of the Mathematics/STEM Education Consultant III, an Education Consultant III from the Office of Academics and Assessment at the NHED, a Program Specialist with the Division of Learner Support at the NHED and a Program Specialist for Assessment with the Office of Academics and Assessment at the NHED, met to review the proposals. The team reviewed the two (2) proposals received by the deadline (Attachment A). Based on the review, the team recommended funding Demonstrated Success, LLC.

In the event that Federal Funds are no longer available for this program, State Funds will not be requested to support this program.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

**ATTACHMENT A**  
Bid Summary Scoring Sheet  
Demonstrated Success, LLC

**Proposal Criteria in the RFP**

	Category	Points
Absolute Priority	#1: Training supports Assessment Literacy for NHSAS, SAT, DLM and ACCESS tests	25
Absolute Priority	#2: Data Analysis Coaching	12
Absolute Priority	#3: System for managing requirements of training	15
Competitive Priority:	Quality of trainers and training materials	15
Competitive Priority:	Scope and Sequence of deliverables is clear and comprehensive	15
Competitive Priority:	Cost Summary	18
	<b>Total</b>	<b>100</b>

**Proposals Received**

1. Demonstrated Success, LLC
2. American Institutes for Research (AIR)

**Reviewer Scores**

Staff Member	Demonstrated Success, LLC	AIR
Marcia M.	82	77
Ryanne D.	79	72
Anne W.	93	89
Michelle G.	86	83
Average Score	85	81

**Review Process**

Scoring for review occurred on April 22, 2022. The RFP review panel consisted of the following employees from the New Hampshire Department of Education (NHED);

**Reviewer Qualifications**

**Marcia McCaffrey, Education Consultant III** with the Bureau of Academics and Assessment at the NHED. With twenty-two years of experience at the NHED she has been active in the areas of school improvement, standards writing, program approval for teacher education, competency-based assessment systems, performance assessment, and looking at student work to inform instructional practices.

**Ryanne Dennis, Program Specialist** with the Division of Learner Support at the NHED. Ryanne holds a NH Experienced Educator License in Mathematics Education (7-12) and has 10+ years teaching experience. As both a Dept. employee and state educator, she has been active in the areas of school improvement, standards-based competency writing, competency-based assessment systems, performance assessment, and looking at student work to inform instructional practices.

### **ATTACHMENT A CONTINUED**

**Anne Wallace, Mathematics/STEM Education Consultant III**, with the Bureau of Academics and Assessment at the NHED. Teacher (exp. Grades PreK – secondary (private and public schools), math instructional coach/specialist, Math facilitator, math interventionist, school curriculum coordinator, data team, building assessment administrator, presented PD locally, state-wide, regionally, and nationally (20 years). Adjunct in teacher prep programs: NHTI-Concord, Saint Anselm, and UNH-Durham (15 years).

**Michelle Gauthier, Program Specialist**, with the Bureau of Academics and Assessment at the NHED. Employed by the NHED since 2009. Provide support and technical assistance to NH school districts on the required statewide assessments (NH SAS, SAT School Day, ACCESS for English Learners and DLM alternate assessment). Organize, schedule and conduct onsite assessment monitoring visits of selected schools.

**FORM NUMBER P-37 (version 12/11/2019)**



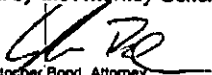
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I IDENTIFICATION**

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Demonstrated Success, LLC		1.4 Contractor Address 444 Middle Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$299,250.00
1.9 Contracting Officer for State Agency Anne Wallace, Education Consultant III- Mathematics/STEM		1.10 State Agency Telephone Number 603-271-2298	
1.11 Contractor Signature  Date: 5-19-22		1.12 Name and Title of Contractor Signatory Michael Schwartz, President, Demonstrated Success, LLC	
1.13 State Agency Signature  Date: 05/27/2022		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Christopher Bond, Attorney On: 05/27/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 5/19/22

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default; treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

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

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



**EXHIBIT A**  
**Special Provisions**

Michael Schwartz represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with paragraph 15 (Workers' Compensation) of the P-37.

Subject to Governor and Council approval, authorize the NHED to include a renewal option on this contract for up to three-one-year renewals of additional fiscal years, subject to the contractor's acceptable performance of the terms therein:

Renewal 1	July 1, 2023 to June 30, 2024
Renewal 2	July 1, 2024 to June 30, 2025
Renewal 3	July 1, 2025 to June 30, 2026

Additional Exhibits D-G

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials MS

Date 5/9/22

**EXHIBIT B**  
**Scope of Services**

The following activities can be modified as needed, based upon direction from the NH Department of Education (NHED), within the overall scope of effort.

**Project Oversight and Communication:**

<b>Project Oversight and NHED Collaboration</b> <ul style="list-style-type: none"><li>- Initial planning work session with NHED leadership team.</li><li>- Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop and webinar participation counts and details, and general data coaching work.</li><li>- Bi-Monthly Report of school progress to NHED leadership team.</li></ul>
<b>Project Communication</b> <ul style="list-style-type: none"><li>- Use of a structured process to communicate all events to stakeholders.</li><li>- Identify a weekly schedule of communications.</li><li>- Send out marketing updates, as needed, to inform stakeholders of events (typically multiple times per month).</li><li>- Develop periodic updates to share virtual resources available to stakeholders.</li></ul>

Vendor will provide a series of webinars, on-line courses, in-person trainings and both office hours and phone/virtual support for individual schools. In addition, professional development offerings including on-line resources and recorded webinars that can be accessed at any time by educators will be provided that meet the absolute priorities following:

**Absolute Priority 1:**

Provide professional development to support assessment literacy for the state assessments including New Hampshire Statewide Assessment System (NHSAS), SAT, Dynamic Learning Maps (DLM) and the English Language Proficiency assessment, ACCESS-WIDA.

Priority 1A: Using Data to Inform Instruction

Priority 1B: Understanding and Leveraging NH Data


Priority 1C: Interim and Modular Assessment Support

Priority 1D: Understanding Standards

**Absolute Priority 2**

Provide professional development for Data Analysis Coaching targeting school administrators and teachers.

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials   
Date 5/19/22

## EXHIBIT B CONTINUED

Priority 2A: Targeting and Differentiating Learning

Priority 2B: Increasing Student Skills and Addressing Learning Loss  
and foster the love of literacy in your learners. Topics will include fluency, comprehension,  
writing, and vocabulary. Join us to strengthen your students' literacy and learning!

Priority 2C: Building a Culture of Data Literacy - Webinar for Administrators

Priority 2D: Disaggregating and Analyzing Data

Below is an order of priority events:

- Leveraging Data to Inform Instruction Workshop (1 of 2)
- Understanding Modular Assessments Webinar (Kindergarten)
- Understanding Modular Assessments Webinar (Grade 1)
- Understanding Modular Assessments Webinar (Grade 2)
- Creating Effective PLCs Workshop
- How to Administer NHSAS Interim and Modular Assessments Webinar
- NHED Data Sources Webinar
- Understanding Modular Assessments Webinar (Grade 3)
- Understanding Modular Assessments Webinar (Grade 4)
- Understanding Modular Assessments Webinar (Grade 5)
- Understanding Modular Assessments Webinar (6-8 Math)
- Understanding Modular Assessments Webinar (6-8 ELA)
- Understanding Modular Assessments Webinar (6-8 Science)
- Understanding Modular Assessments Webinar (Grade 11 Science)
- Understanding Standards and Depth of Knowledge Webinar (K-2)
- Understanding Standards and Depth of Knowledge Webinar (3-5)
- Understanding Standards and Depth of Knowledge Webinar (6-8)
- Understanding Standards and Depth of Knowledge Webinar (9-12)
- iPlatform Webinar (1 of 5)
- Creating an Infrastructure for Data Informed Instruction Webinar (Administrators)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (K-2)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (3-5)
- Increasing Student Agency Webinar
- High Impact, Low Stress Literacy Strategies to Accelerate Learning
- Using NHSAS Modular Assessment Data to Drive Instruction Webinar
- Office Hours: Using NHSAS Modular Assessment Data to Drive Instruction
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (K-2)
- Building a Math Thinking Classroom Webinar

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials 

Date 5/9/22

## EXHIBIT B CONTINUED

- iPlatform Webinar (2 of 5)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (3-5)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (6-8)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (9-12)
- iPlatform Webinar (3 of 5)
- How to Administer the SAT Assessments Webinar
- How to Administer the NH SAS Summative Assessments Webinar
- iPlatform Webinar (4 of 5)
- iPlatform Webinar (5 of 5)
- Using Excel to View your Assessment Results (Beginner/Intermediate)
- Using Excel to View your Assessment Results (Intermediate/Advanced)
- Understanding and Leveraging the NHSAS 3-8 Results (Webinar 1 of 2)
- Understanding your SAT Data (Webinar 1 of 2)
- Formatting your NHSAS Summative Assessment Results Webinar
- Leveraging Data to Inform Instruction Workshop (Webinar 2 of 2)
- Understanding and Leveraging the NHSAS 3-8 Results (Webinar 2 of 2)
- Understanding your SAT Data (Webinar 2 of 2)
- Understanding your ACCESS Data Webinar
- How to Access your DLM Results Webinar
- Using Data to Target Instruction (2-credit course)
- Techniques for Differentiation in the Classroom Webinar
- School Support for Modular Assessments Grades K-8, 11 (20 schools)

### Absolute Priority 3: Virtual and In-Person Training Infrastructure

Vendor will conduct virtual and in-person training, manage registrations, track attendance, send out reminders, publicize events and collect statistics and survey data to ensure continuous improvement.

At the end of the training, all the participants will receive a survey intended to gauge participants' learning growth as well as the effectiveness of the training, learning materials will be shared including the presentation slides, any additional resources and templates, a certificate of completion for the training, as well as a link to the video of the training. Participants will have the ability to rewatch videos on-demand or share with colleagues. Post-training will be provided to participants and correspondence for support to respond to questions or clarify concepts. All survey data will be compiled and shared with the NHED. Vendor will also track and share with the NHED the number of registrants and the number of attendees. All videos will be available on a YouTube channel with playlists that organize the trainings. Videos will be shared with the NHED for storage on the NHED Canvas site.

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials MS

Date 5/19/22

**EXHIBIT C**  
**Method of Payment**

The following budget costs are inclusive of planning time, labor and travel expenses. An initial invoice of \$100,000 to be submitted upon approval of the contract for the establishment of training materials, templates, and webinar trainings.

Budget through June 30, 2023		FY23
<b>Project Oversight and NHED Collaboration</b>		
Initial planning work session with NHED leadership team.		\$6,000
Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop and webinars counts and details, and general data coaching work.		\$39,000
Schedule definition, materials, and marketing descriptions.		
Bi-Monthly Report of school progress to bureau		\$9,000
<b>Absolute Priority 1:</b>		
<b>Priority 1A: Using Data for Inform Instruction</b>		
Using Data to Target Instruction - a 2-credit course (Participants will have option to receive 2 credits from SNHU; stipends for credits will be available.)		\$48,000
Leveraging Data to Inform Instruction (full day, in person)		\$9,000
<b>Priority 1B: Understanding and Leveraging NH Data</b>		
How to Administer NH SAS and SAT Assessments (1-hour webinars)		\$9,000
Using NH SAS Modular Assessment Data to Drive Instruction		\$3,000
Title: Office Hours: Using NH SAS Modular Assessment Data to Drive Instruction		\$750
Title: Understanding and Leveraging the NHSAS 3-8 Results (1-hour webinars)		\$3,000
Title: Understanding your SAT Data (1-hour webinars)		\$3,000
Title: Understanding your ACCESS Data (1-hour webinars)		\$3,000
Title: How to Access your DLM Results (1-hour webinars)		\$3,000
Title: NHED Data Sources (1-hour webinars)		\$3,000
Title: iPlatform Series (1-hour webinars)		\$9,000
<b>Priority 1C: Interim and Modular Assessment Support</b>		
Title: School Support for Modular Assessments Grades K-8, 11		\$69,000
Title: Understanding Modular Assessments Webinar Series (1-hour webinars)		\$21,000
<b>Priority 1D: Understanding Standards</b>		
Title: Understanding Standards and Depth of Knowledge Series (1-hour webinars)		\$9,000
Title: Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Series (1-hour Webinars)		\$12,000
<b>Absolute Priority 2</b>		

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials *MD*

Date *5/19/22*

**EXHIBIT C CONTINUED**

<b>Priority 2A: Targeting and Differentiating Learning</b>	
Title: Creating Effective PLCs Workshop (full day, in person)	\$10,500
Title: Techniques for Differentiation in the Classroom	\$3,000
<b>Priority 2B: Increasing Student Skills and Addressing Learning Loss</b>	
Title: Increasing Student Agency (1-hour webinar)	\$3,000
Title: High Impact, Low Stress Literacy Strategies to Accelerate Learning (1-hour webinar)	\$3,000
Title: Building a Math Thinking Classroom (1-hour webinar)	\$3,000
<b>Priority 2C: Building a Culture of Data Literacy - Webinar for Administrator</b>	
Title: Creating an Infrastructure for Data-Informed Instruction (1-hour webinar)	\$3,000
<b>Priority 2D: Disaggregating and Analyzing Data</b>	
Title: Using Excel to View your Assessment Results (1-hour webinars)	\$6,000
Title: Formatting your NH SAS Summative Assessment Results (1-hour webinars)	\$9,000
<b>Total</b>	<b>\$299,250</b>

**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 \$299,250.

**Funding Source:** Funds to support this request are available in the account titled Assessment-Federal for FY 23 as follows:

	<u><b>FY 23</b></u>
06-56-56-562010-25340000-102-500731	\$299,250
Contracts for Program Service	

**Method of Payment:** Initial payment of \$100,000 to be submitted upon approval of the contract for the establishment of training materials, templates, and webinar trainings. Further payments will be made on the basis of invoices which are supported by a summary of activities that have taken place 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. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted electronically to:

Anne Wallace at [anne.k.wallace@doe.nh.gov](mailto:anne.k.wallace@doe.nh.gov)

*Contract between Demonstrated Success, LLC and the New Hampshire Department of Education*

Contractor Initials MS  
Date 5/19/22



## 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.

Revised 6-25-21

Contractor Initials *[Signature]*  
Date *5/19/21*

**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.

Revised 6-25-21

Contractor Initials *MS*  
Date *5/19/22*



**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

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- 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.

Revised 6-25-21

Contractor Initials MA  
Date 5/19/22

## 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.

Revised 6-25-21

Contractor Initials MA  
Date 5/19/21

# State of New Hampshire

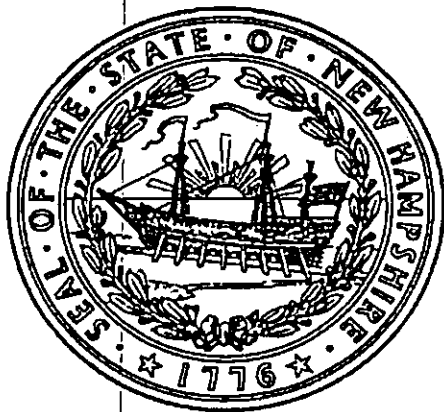
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. 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: 717760

Certificate Number: 0005748144



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2022.

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

William M. Gardner  
Secretary of State

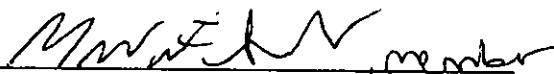
Certificate of Attestation

I, Michael Schwartz, as a single member of my Business Demonstrated Success, LLC hereby  
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business Demonstrated Success, LLC  
(Name of Business)  
and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this  
attestation as evidence that I have full authority to bind the organization.

Dated: 5.19.22

Attest:   
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2022

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).

<b>PRODUCER</b> Kane Insurance 242 State Street  Portsmouth NH 03801		<b>CONTACT</b> NAME: Emma Pankey PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000 E-MAIL ADDRESS: emma@kaneins.com	
<b>INSURED</b> Demonstrated Success LLC 444 Middle Street  Portsmouth NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000	

**COVERAGES**

CERTIFICATE NUMBER: CL223436606

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	08/10/2021	08/10/2022	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 - COM/PROP AGG \$ 4,000,000
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 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)

\*\*Operations usual and customary to education consulting.

Demonstrated Success LLC, is Named Insured with NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Education The State of New Hampshire 101 Pleasant St.  Concord NH 03301		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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