

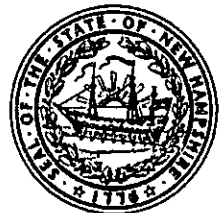
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Frank Edelblut
Commissioner

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

August 8, 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, (VC#267483), Portsmouth, NH in the amount of \$240,000.00 to provide an annual Comprehensive Statewide Evaluation report for the Nita M. Lowey 21st Century Community Learning Centers Office, Nita M. Lowey 21st Century Community Learning Centers Office subgrantee technical assistance and professional development to the Office of Elementary and Secondary Education Act Title Programs; with the option to renew for an additional two-year period, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funding is available in accounts, Title IV-B 21st Cent Community and Title II-A Prof Develop, as follows:

06-56-56-562010-25190000-072-509073 Grants Federal FY 2023
\$141,250.00

06-56-56-562010-25100000-072-509073 Grants Federal FY 2023
\$98,750.00

EXPLANATION

This contract will allow Demonstrated Success to develop the Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) 2021-2022 Comprehensive Statewide Evaluation report during the fall and winter of 2022-2023. Demonstrated Success will also work with the 2022-2023 21st CCLC program directors to provide technical assistance as they lead their efforts in planning for improvement. Lastly Demonstrated Success will support the work of the Office of Elementary and Secondary Education Act (ESEA) Title Programs to ensure grants are tied to meaningful performance measures, benefiting all Local Education Agencies (LEAs) receiving federal funds.

Demonstrated Success will focus on producing an Annual Comprehensive State-wide Report for 21st CCLC, while working with the New Hampshire Department of Education (NHED) to compile the required data; they are well acquainted with the existing data stores and understand the source of the data required for each Government Performance Results Act (GPRA) measures. Demonstrated Success will work to meet the needs of the federal regulation and state requirements, as well as the needs of 21st CCLC programs and site directors in order to improve future programming. Demonstrated Success will provide 21st CCLC subgrantee professional development and technical assistance for statewide evaluation, all while meeting with the NHED regularly for status reports throughout the process of developing and supporting the school improvement plans.


Demonstrated Success will provide a series of professional development activities for the Office of ESEA Title Programs with several goals: better prepare for site visits; ensure program measures are embedded into grant requests; conduct a program evaluation; creating a common understanding of the NHED data that can be used in performance measures; and develop a common language expected for evidence-based grant requests so that LEAs' requests target student achievement and have measurable success indicators.

A Request for Proposals (RFP) was advertised on the NHED website on May 26, 2022 with a deadline for proposals of June 9, 2022. There were four (4) proposals submitted to the Request for Proposals (RFP) "In School and 21st CCLC Afterschool: Project Design and Evaluation RFP 2022-2025".

A review committee consisting of the ESEA Program Administrator an Education Consultant III-Title II Coordinator from the Bureau of Instructional Support at the NHED, as well as an Education Consultant, with the Bureau of Career Development at the NHED, met to review the proposals. The team reviewed the four (4) 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: 21st CCLC Statewide Evaluation Report Annually	30
Absolute Priority #2: 21st CCLC Subgrantee Technical Assistance for Evaluation	30
Absolute Priority #3: Data, Metrics, Outcomes, and Performance Measures Professional Development	30
Competitive Priority#1: Cost Summary	10
Total	100

Proposals Received

1. Demonstrated Success, LLC
2. American Institutes for Research (AIR)
3. SwailLandis/Educational Policy Institute
4. VIA Evaluation

Reviewer Scores

Staff Member	Demonstrated Success, LLC	AIR	SwailLandis	VIA Evaluation
Ashley F.	100	95	92	67
Kathryn N.	94	84	82	64
Diane L.	98	100	93	96
Average Score	97.33	93	89	75.66

Review Process

Scoring for review occurred from June 14, 2022 to June 22, 2022. The RFP review panel consisted of the following employees from the New Hampshire Department of Education (NHED);

Reviewer Qualifications

Ashley F, ESEA Program Administrator, with the Bureau of Instructional Support at the NHED. With Nearly 10 years of experience in state-wide projects and evaluation.

Kathryn N, Education Consultant III - Title II Coordinator, with the Bureau of Instructional Support, at the NHED. Various experience in Title I and Title II work, as well as school improvement work. Multiple years as a Principal of Elementary School programs and as a classroom teacher.

Diane L, Education Consultant, with the Bureau of Career Development at the NHED. With experience in monitoring Career and Technical Education Programs, making sure they follow State and Federal guidelines.

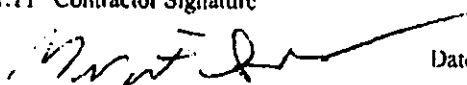
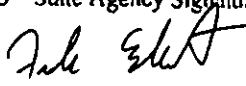
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 6/30/2023	1.8 Price Limitation \$240,000.00
1.9 Contracting Officer for State Agency Kathleen Vestal		1.10 State Agency Telephone Number 603-271-3853	
1.11 Contractor Signature  Date: 7.18.22		1.12 Name and Title of Contractor Signatory Mike Schwartz, Manager & Owner	
1.13 State Agency Signature  Date: 8/11/2022		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: Elizabeth Brown, Attorney		On: 8/11/22	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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, formulac, 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

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to two 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

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.

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 7.18.22

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.

Priority 1: Produce Annual State-wide Report for 21st Century Community Learning Centers (21st CCLC)

Demonstrated Success will produce an annual report working with the NHED to compile the required data; they are well acquainted with the existing data stores and understand the source of the data required for each Government Performance Results Act (GPRA) measure. They will use data from the i4see system that is stored within the NHED data warehouse. Demonstrated Success will use data that merges the 21st CCLC Program enrollments maintained in the 21st CCLC database with the student demographics and survey data that is collected via the Education Statistics System (ESS) survey database. They will integrate data from the Transact Communications, dba Cayen Systems, LLC, including student program attendance, enrollment data and teacher survey data.

Demonstrated Success will develop a comprehensive model to report an annual summary at the state level as well as individual programs. The model will take into account multiple stakeholders and multiple measures. Central to the report will be the GPRA measures, defined by the state. These measures include: Achievement, including Growth; Grade point average (GPA); Attendance; Suspension and Student Engagement. Demonstrated Success understands the source of these measures and will include details from the source data in the report. They will also provide feedback to guide any recommended changes to the GPRA measures. In addition to these measures, the annual report will include data from the multiple surveys. Demonstrated Success is very familiar with the survey process and the surveys including; the teacher survey, the student (youth and adult) surveys, principal and the program and site director surveys. They will include descriptive analysis of these results taking into account small n sizes to protect privacy and therefore, many of these results will be at the state level. Finally, Demonstrated Success will provide an option for a series of focus groups to collect qualitative feedback from the programs and site directors.

Demonstrated Success will work to meet the needs of the federal regulation and state requirements, as well as the needs of 21st CCLC programs and site directors in order to improve future programming. The executive summaries they create can be used to present to stakeholders at the NHED, as well as legislators and other stakeholders as identified by the NHED. Demonstrated Success will continue to meet with the NHED program staff at multiple points throughout the data collection, data analysis, report writing and presentations.

Priority 2: 21st CCLC Subgrantee Professional Development & Technical Assistance for Statewide Evaluation

Demonstrated Success will meet with the NHED regularly for status reports throughout the process of developing and supporting the school improvement plans. They will Prepare data binders for each program to enable a structured data dive to analyze the GPRA data, source data and survey data. A

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

Contractor Initials MS

Date 7.18.22

EXHIBIT B CONTINUED

uniform template for program leaders to use to develop a program improvement plan will be provided. Demonstrated Success will convene providers in groups (organized by grade level, experience level and/or region) and there will be 2 workshops repeated 3 times to build understanding of the data; analyze the data; model and clarify the improvement plan process and work through the creation of the plan step by step. Touchpoints will be provided (office hours, individual check-ins) for all the program directors to review the status of the improvement plan and recommend modifications where appropriate. 5-7 webinars will be provided to offer direction and best practices on efforts aligned with the activities and goals defined in the improvement plans. The focus for these sessions will be responsive to the needs of the programs but could include topics such as: engagement strategies, direct instruction strategies to meet the needs of learners, project based and inquiry-based learning approaches that integrate standards aligned targets in reading and math, Universal Access strategies, adult collaboration methods to maximize resources, etc.

Priority 3: Data, Metrics, Outcomes, and Performance Measures Professional Development.

Demonstrated Success will provide a series of professional development activities with several goals, such as creating a common understanding of the NHED data that can be used in performance measures. Facilitate with Title staff, the development of a common language expected for evidence-based grant requests for the above title programs so that Lead Education Agencies (LEAs) requests target student achievement and have measurable success indicators. Provide professional development for Title admins (Title II, Title IV-A and 21st CCLC administrators) to better prepare for site visits; ensure program measures are embedded into grant requests; and conduct a program evaluation. Demonstrated Success will provide professional development to explore how qualitative and quantitative surveys can serve as performance measures. They will provide professional development to ensure that when results from the state assessment test are used, they are an effective and accurate measure of successful programming. In addition, they will provide training to LEAs to develop grant requests directly connected to student outcomes and not simply technology purchases or 'teacher needs.' Lastly, they will consider updates to the grant request process to create consistency, to tie grant sources together, and to ensure grant requests include a clear plan for implementation, improvement, and measurement.

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

Contractor Initials MA

Date 7.18.22

EXHIBIT C
Method of Payment

Budget through June 30, 2023		FY23
Priority 1: Produce Annual State-wide Report for 21st Century Community Learning Centers (21st CCLC)		
Project Management		
Status update meetings with NHED during data collection, analysis and reporting work	6 meetings @ \$625.00 per meeting	3,750.00
Overall Demographics	2 days @ \$1,250.00 per day	2,500.00
GPRA measures	3 days @ \$1,250.00 per day	3,750.00
Surveys (Transact Communications, dba Cayen Systems, LLC and Education Statistics System (ESS))	3 days @ \$1,250.00 per day	3,750.00
Implementation of Focus Groups (up to five 2-hour focus groups)	3 days @ \$1,250.00 per day	3,750.00
Development of comprehensive reporting model	2 days x 2 staff @ \$1,250.00 per day per staff	5,000.00
Model description considering multiple stakeholders and multiple measures	2 days x 2 staff @ \$1,250.00 per day per staff	5,000.00
Report outline including GPRA measures, source measurements, survey measures and focus groups	2 days x 2 staff @ \$1,250.00 per day per staff	5,000.00
Definition of process to manage cell-size suppression	1 day @ \$1,250.00 per day	1,250.00
Analysis of data		
Creation of analysis at the program and state level.	4 days @ \$1,250.00 per day	5,000.00
Review of descriptive data	2 days @ \$1,250.00 per day	2,500.00
Refinement to define results to drive report	2 days @ \$1,250.00 per day	2,500.00
Creation of Annual Report		
Draft report including summary of individual programs and overview of state results.	3 days x 1 staff @ \$1,250.00 per day per staff	3,750.00
Draft report including summary of individual programs and overview of state results.	2 days x 2 staff @ \$1,250.00 per day per staff	5,000.00
Review with NHED	1 day @ \$1,250.00 per day	1,250.00
Additional Data Analysis as Needed	2 days @ \$1,250.00 per day	2,500.00
Modifications for Final Report	2 days @ \$1,250.00 per day	2,500.00
Creation of Additional Reports		
Recommendations for modifications to GPRA Measures	2 days @ \$1,250.00 per day	2,500.00

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

Contractor Initials *MA*

Date *7.18.22*

EXHIBIT C CONTINUED

Executive Summaries (up to 4 versions)	4 days @ \$1,250.00 per day	5,000.00
Presentations for stakeholders (up to 3 versions)	4 days @ \$1,250.00 per day	5,000.00
Priority 2: 21st CCLC Subgrantee Professional Development & Technical Assistance for Statewide Evaluation		
Meet with the NHED regularly throughout the process of developing and supporting the school improvement plans.	8 meetings @ \$625.00 per meeting	5,000.00
Prepare data binders for each program to enable a structured data dive to analyze the GPRA data, source data and survey data.	22 programs @ \$625.00 per program	13,750.00
Provide a uniform template for program leaders to use to develop a program improvement plan.	3 days @ \$1,250.00 per day	3,750.00
Bringing providers together in groups (organized by grade level, experience level and/or region) we will have 2 workshops (3 reps) to understand the data; analyze the data; understand the improvement plan process and develop an improvement plan.	14 days @ \$1,250.00 per day	17,500.00
Provide touchpoints (office hours, direct status check-ins) for all the program directors to review the status of the improvement plan and recommend modifications where appropriate).	24 half days @ \$625.00 per half day	15,000.00
Provide 5-7 webinars to offer direction and best practices on efforts aligned with the activities and goals defined in the improvement plans.	12 days @ \$1,250.00 per day	15,000.00
Priority 3: Data, Metrics, Outcomes, and Performance Measures Professional Development		
0. Monthly meetings with NHED Admin Team	12 meetings (plus planning and reporting) 12 meetings @ \$625.00 per meeting	7,500.00
1. Create a common understanding of the NHED data measures that can be used for as performance measures.	Develop guidance document (3 days) Develop 2 presentations (5 days) Conduct 4 webinars (4 days) 12 days @ \$1,250.00 per day	15,000.00
2. Help create a common language for the above title programs and LEAs to develop grants that target student learning and have measurable indicators for meaningful evaluation.	Review existing guidance and process (4 days) Develop common language guidance (4 days) 8 days @ \$1,250.00 per day	10,000.00
3. Provide professional development for Title admins to; better prepare for site visits; ensure program measures are embedded into grant request; and conduct a program evaluation.	Develop series of 4 support trainings (10 days) 10 days @ \$1,250.00 per day	12,500.00

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

Contractor Initials *MA*

Date 7.18.22

EXHIBIT C CONTINUED

4. Provide professional development to consider the use of qualitative and quantitative surveys to identify changes in pre and post assessments, as a performance measure.	Develop training (4 days) Conduct 4 training webinars sessions (4 days) 8 days @ \$1,250.00 per day	10,000.00
5. Provide professional development to ensure the state assessment test is not misused as an 'empty' measure that is not correctly enforced.	Develop training to understand appropriate use of achievement and growth data (3 days) Conduct 2 webinars (2 days) 5 days @ \$1,250.00 per day	6,250.00
6. Provide training to offer best practices in grant request that direct LEAs to develop requests that are rooted in student outcomes and not technology purchases or 'teacher needs'.	Develop best practices workshop - LEAs and outside NH (5 days) Conduct 3-part webinar series (4 days) 9 days @ \$1,250 per day	11,250.00
7. Consider updates to the grant request process to create consistency, to tie grant sources together and to ensure grant requests include a clear plan for implementation, improvement, and measurement.	Review existing process (4 days) Provide framework for changes (5 days) Revise (2 days) 11 days @ \$1,250.00 per day	13,750.00
Provide office hours and targeted virtual support for admin and LEAs	Planning content, virtual support, follow-up assistant 20 half days @ \$625.00 per half day	12,500.00
Total		240,000.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$240,000.00.

Funding Source: Funding is available in accounts, Title IV-B 21st Cent Community and Title II-A Prof Develop, as follows:

	<u>FY 2023</u>
06-56-56-562010-25190000- 072-509073 Grants Federal	\$141,250.00
	<u>FY 2023</u>
06-56-56-562010-25100000-072-509073 Grants Federal	\$98,750.00

Method of Payment: 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:

Kathleen Vestal at Kathleen.A.Vestal@doe.nh.gov

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

Contractor Initials MA
Date 7.18.22

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 *MA*
Date *7.18.22*

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. NHEDs 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 NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED 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 MT
Date 7-19-22

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 NHED 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 MS
Date 7.13.22

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 NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Revised 6-25-21

Contractor Initials *MF*
Date *7.18.21*

State of New Hampshire

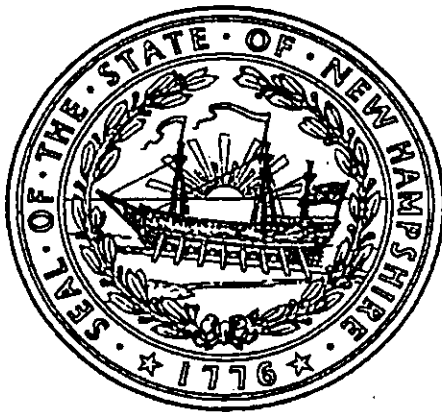
Department of State

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 "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Attestation

I, Michael Schwartz, as the single member of 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: 8.10.22

Attest: , Manager
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2022

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).

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

COVERAGES **CERTIFICATE NUMBER:** CL2272738280 **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.

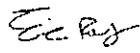
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	08/10/2022	08/10/2023	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/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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)

Activities usual and customary to education consulting.

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 25 Hall 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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