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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

June 8, 2016

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Program Support to contract with Data Retrieval Systems Group, LLC, Hancock, NH (vendor code 158782), in an amount not to exceed \$140,000.00, to provide technical assistance in the area of adequacy and accountability, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds

Funding is available in the account titled State Assessment-Federal as follows:

FY 17

06-56-56-562110-49930000-102-500731 Contracts for Program Services \$140,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

EXPLANATION

A request for proposals was posted on the Department website on April 25, 2016 and in the Union Leader on April 28&29, 2016 and May 1, 2016. The Department was seeking an organization or individual to provide technical assistance for the Input-Based and Performance-Based Accountability Systems; support and technical assistance in meeting the Every Student Succeeds Act legislation; and technical assistance in compiling and reporting state assessment data. Only one proposal was received. It was reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Director, Division of Program Support; Administrator, Bureau of Accountability and Assessment; and the Administrator of Assessment. The team recommended this organization.

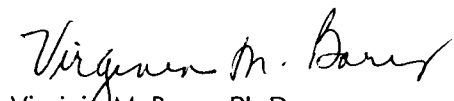
Over the past four years, Data Retrieval Systems Group, LLC has been providing technical assistance and support to the department's Adequacy Reporting System. This has

Her Excellency, Governor Margaret Wood Hassan
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included facilitating internal and external meetings, providing technical assistance to schools and districts, and preparing reports as requested and as required by NH State Law. This organization has done an outstanding job. We respectfully request that we be able to continue working with this organization, as we update our systems and the support we provide to schools and districts to meet the requirements of the newly authorized Every Student Succeeds Act (ESSA).

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

Respectfully submitted,



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

VMB:emr

Technical Assistance: New Hampshire's Assessment and Accountability Systems Contractual Services

Scoring Rubric

NAME	Significance of Proposal – Description of applicant's approach to assist the NH Department of Education in implementing the Priority Areas (2).	Quality of Services to be Provided – The applicant's ability to meet or exceed the Minimum Requirements (5). Technical Skill , including, but not limited to, data analysis, facilitation, collaboration, presentations, report writing, and product development	Content knowledge in the Priority Areas (2).	Total
Data Retrieval Systems Group, LLC (Keith Burke)	(50 pts.) 49	(25 pts.) 25	(25 pts.) 25	(100 pts.) 99

The people responsible for the review of the proposal include the following individuals:

Scott Manfie, Ph.D., Administrator, Division of Program Support; Sandie MacDonald, Administrator, Bureau of Accountability & Assessment; Donna Dubey, Administrator of Assessment

The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.


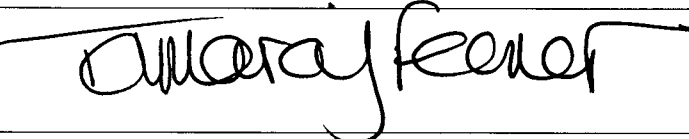
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Data Retrieval Systems Group, LLC		1.4 Contractor Address Box 305, Hancock, NH 03449	
1.5 Contractor Phone Number 603-525-3333	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$140,000.00
1.9 Contracting Officer for State Agency Scott J. Mantie, Ph.D., Director, Division of Program Support		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Keith R. Burke, Member	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>6/3/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace		TAMARA J. FEENER, Notary Public State of New Hampshire My Commission Expires January 27, 2021	
1.14 State Agency Signature  Date: <u>6/9/16</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric McLarty</u> On: <u>6/14/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Data Retrieval Systems Group, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2017:

NH's Input-Based Accountability System (IBAS) and Performance-Based Accountability System (PBAS)

Collect Adequacy data from both IBAS and PBAS

Align IBAS and PBAS systems to meet the ESSA requirements

Review IBAS and PBAS data

Work with schools/districts to verify the accuracy of submitted reports

Produce IBAS and PBAS reports as required

Develop a new reporting system for PBAS that is more interactive and shows the relationship between targets and actual scores

Develop a system and reporting mechanism for schools that, due to their grade configuration, do not have sufficient data to calculate and PBAS score under the current rules (i.e. K, K-2, K-3)

Convene a focus group to review the reporting mechanisms and requirements in an effort to continually improve the overall system

Other tasks that are determined to be needed as a result of new requirements and/or approved requests from the field will be included

This work will require **forty (40) professional days**.

ESSA Support and Technical Assistance

Provide technical assistance to schools and school districts regarding the requirements of Every Student Succeeds Act (ESSA) legislation

Complete the new system for review and revision of the state's accountability process

Complete a comprehensive reporting system for Elementary and Secondary Education Act, as defined by NHDOE

Provide technical assistance in the revision of the Accountability Handbook to reflect the new, Every Student Succeeds Act (ESSA) legislation

Develop a support system for schools that are having difficulty meeting the requirements of the Elementary and Secondary Education Act, as defined by NHDOE

Create a database of "successful practices" for use throughout the state

Assist in the development of a comprehensive summary reporting system for the ESSA accountability process

Other tasks that are determined to be needed as a result of new requirements and/or approved requests from the field will be included

This work will require **forty (40) professional days**.

Assessment and Accountability Implementation and Reporting

Compile and analyze state assessment data and publish reports as required

Provide technical assistance to schools and districts in understanding the Assessment System and applying the results to help improve instruction and student learning

Develop a system of multiple measures to expand the concept of accountability

Develop more comprehensive and comprehensible reporting mechanisms for accountability that are more clearly directed to the improvement of student learning

Convene focus groups from the field to help determine the needs of schools and districts in relation to accountability and data analysis

Provide technical assistance and support in the implementation and administration of the SBAC system as may be needed or required by the Administrator of the Bureau of Accountability and Assessment

Other tasks that are determined to be needed as a result of new requirements and/or approved requests from the field will be included

This work will require **sixty (60) professional days**.

**EXHIBIT B
BUDGET**

Priority Areas	Professional Days*	Cost
NH's Input-Based Accountability System (IBAS) and Performance-Based Accountability System (PBAS)	40	\$40,000.00
ESSA Support and Technical Assistance	40	\$40,000.00
Assessment and Accountability Implementation and Reporting	60	\$60,000.00
Total	140	\$140,000.00

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 \$140,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account titled State Assessment-Federal as follows:

FY 17

06-56-56-562110-49930000-102-500731

\$140,000.00

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

Scott J. Mantie, Ph.D.
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

* Daily rate is as follows: Keith Burke = \$1,000/day which includes the following additional budget items: In-State Travel - \$5,500.00; Conference Expenses - \$3,800.00; Clerical Support - \$6,500.00; General Office Expenses - \$9,667.00

EXHIBIT C

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

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 DATA RETRIEVAL SYSTEMS GROUP, LLC. is a New Hampshire limited liability company formed on June 30, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Member)

I, Susan J. Burke, as a Member of my Business, Data Retrieval Systems Group, LLC, certify that Keith R. Burke is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Data Retrieval Systems Group, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Member of the Business this 5 day of June, 2016.

Susan J. Burke
Member

STATE OF Connecticut
COUNTY OF Middlesex

On this the 5th day of June, 2016, before me, Maggie Rosenblatt the undersigned Officer, personally appeared Susan J. Burke, who acknowledged herself to be a Member of Data Retrieval Systems Group, LLC, a Limited Liability Company, and that she, as such Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Member.

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

Maggie Rosenblatt
Notary Public/Justice of the Peace

My Commission expires: 8/31/2020



CERTIFICATE OF LIABILITY INSURANCE

CLL
R054

DATE (MM/DD/YYYY)
6/10/2015

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

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

PRODUCER USAA INSURANCE AGENCY INC/PHS 812845 P:(888) 242-1430 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No): (888) 443-6112	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED DATA RETRIEVAL SYSTEMS GROUP LLC PO BOX 305 HANCOCK NH 03449	INSURER A: Sentinel Ins Co LTD		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR EVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				07/09/2015	07/09/2016	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 - COMPI/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				07/09/2015	07/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) 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)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 PLEASANT ST CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Renewal auto policy declarations

Your policy effective date is January 28, 2016



Information as of December 9, 2015

Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2003 Jeep Grnd Cherokee		\$247.14
2015 Jeep Grnd Cherokee		522.64
Additional coverages		84.30
Total*		\$854.08

*If you pay less than the Pay in Full amount, you will be charged an installment fee(s).

If you have any questions regarding discounts, credits, surcharges, occurrences or violations which may have impacted your premium, please contact your Allstate representative.

We are required by New Hampshire regulation to re-order credit reports at least every three years. The premium shown for this renewal offer is based in part of the insurance score we derived from credit information obtained pursuant to this regulation.

Discounts (included in your total premium)

Safe Driver -20%	\$192.44	Antilock Brakes	\$66.09
Premier Plus	\$298.68	Good Payer	\$15.71
Passive Restraint	\$7.11		
Total discounts		\$580.03	

Discounts per vehicle

2003 Jeep Grnd Cherokee		\$194.92	
Safe Driver -20%	\$61.79	Antilock Brakes	\$22.49
Premier Plus	\$102.23	Good Payer	\$5.05
Passive Restraint	\$3.36		
2015 Jeep Grnd Cherokee		\$385.11	
Safe Driver -20%	\$130.65	Passive Restraint	\$3.75
Antilock Brakes	\$43.60	Premier Plus	\$196.45
Good Payer	\$10.66		

Listed drivers on your policy

Keith Burke Safe Driver Discount for 12 years

Summary

Named Insured(s)
Keith R Burke
 Mailing address
PO Box 305
Hancock NH 03449-0305
 Policy number

Your policy provided by
Allstate Property and Casualty Insurance Company
 Policy period
 Beginning **January 28, 2016** through **July 28, 2016** at 12:01 a.m. standard time
 Your Allstate agency is
Crosby Ins LLC
 505 W Hollis St #204
 Nashua NH 03062
 (603) 882-7891
 ccrosby@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Renewal auto policy declarations

Policy number:

Policy effective date: January 28, 2016

Your Allstate agency is Crosby Ins LLC
(603) 882-7891

Coverage detail for 2003 Jeep Grnd Cherokee

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$98.10
● Bodily Injury	\$100,000 each person \$300,000 each occurrence		
● Property Damage	\$100,000 each occurrence		
● Automobile Medical Payments	\$5,000 each person	Not applicable	\$7.86
● Auto Collision Insurance	Actual cash value	\$250	\$104.32
● Auto Comprehensive Insurance	Actual cash value	\$0	\$36.86
● Rental Reimbursement	Not purchased*		
● Towing and Labor Costs	Not purchased*		
● Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2003 Jeep Grnd Cherokee			\$247.14

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VII

Rating information

- This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, adult age 67, with no unmarried driver under 25

Coverage detail for 2015 Jeep Grnd Cherokee

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$84.51
● Bodily Injury	\$100,000 each person \$300,000 each occurrence		
● Property Damage	\$100,000 each occurrence		
● Automobile Medical Payments	\$5,000 each person	Not applicable	\$8.75
● Auto Collision Insurance	Actual cash value	\$250	\$307.94
● Auto Comprehensive Insurance	Actual cash value	\$0	\$121.44
● Rental Reimbursement	Not purchased*		
● Towing and Labor Costs	Not purchased*		
● Sound System	Not purchased*		

(continued)

Renewal auto policy declarations
 Policy number:
 Policy effective date: January 28, 2016
 Your Allstate agency is Crosby Ins LLC
 (603) 882-7891



Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
Total premium for 2015 Jeep Grnd Cherokee			\$522.64

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Vin Lienholder
 Santander Bank Na

Rating information
 • This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, adult age 67, with no unmarried driver under 25 Interested party
 Santander Bank Na

Additional coverage

The following policy coverage is also provided.

Coverage	Limits	Deductible	Premium
Uninsured Motorists Insurance for Bodily Injury	\$100,000 each person \$300,000 each accident	Not applicable	\$84.30
Automobile Death Indemnity Insurance	Not purchased*		
Automobile Disability Income Protection	Not purchased*		
Total			\$84.30

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- New Hampshire Auto Insurance Policy - AU10701
- Amendment of Medical Payments Coverage - AU1147-1
- Amendment of Policy Provisions - AU2380
- New Hampshire Automobile Policy Amendments - AU10702-2
- Allstate Amendment Of Policy Provisions - AU10703
- New Hampshire Renewal Offer Guarantee Endorsement - AU13021
- Drivewise Enrollment Endorsement - AU14705
- Loss Payable Clause - AU166

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Your rate is lower because you are insuring multiple cars.



DATA RETRIEVAL SYSTEMS GROUP, LLC

Box 305
Hancock, NH 03449
Voice: (603) 525-3333
E-Mail: [kreb@drsgllc.com](mailto:krb@drsgllc.com)

Managing Partner – Keith R. Burke

Experience

2000 – Present Data Retrieval Systems Group (DRSG, LLC)
Hancock, NH
Partner - Educational Consulting

1998 - 2007 Contoocook Valley School District Peterborough,
NH
Superintendent

1991 - 1998 SAU #1 Contoocook Valley School District
Peterborough, NH
Assistant Superintendent.

1988 -1991 SAU #47 Conval and Jaffrey-Rindge School
Districts
Assistant Superintendent

1978 - 1988 Conant High School Jaffrey, NH
Principal

1973 - 1978 Conant High School Jaffrey, NH
Instructional Coordinator –Science and Mathematics

1975 - 1978 Conant High School Jaffrey, NH
Athletic Director

1971 - 1973 Conant High School Jaffrey, NH

Teacher - Mathematics and Science

1970 - 1971 Champlain Valley Union HS Hinesburg, VT
Teacher - Science (Intern)

Military

US Army Reserve and NH Army National Guard

1996 - Retired - Major

Comptroller - NH Army National Guard NH State HQ

Deputy Commandant - NH Military Academy

Chief - Administrative Services NH State HQ

Adjutant - Troop Command

Commander - 114th Public Affairs Detachment

Press Officer - 114th Public Affairs Detachment

Commander - B Co. 181 Infantry

Executive Officer - B Co. 181 Infantry

Other

Cooperating Fellow – National Center for Education Statistics
(NCES)

Chairman - Board of Directors Local Government Center

Vice Chairman/ Chairman of Finance and Investments - NH
Municipal Association Health Insurance Trust

Incorporator - Monadnock Family Services

Chairman - Accreditation Committee – New England Association
of Schools and Colleges

DRSG, LLC

Although services for each client district, the following describe the general range and scope of some of consulting services that I have provided through DRSG, LLC.

Since 2000, DRSG, LLC has provided support services for the New Hampshire Department of Education in the following areas:

Review, development, and implementation of accountability systems (IBAS and PBAS)

Data Analysis and Reporting for Accountability Systems

Business systems review

System review and implementation of the New Hampshire Special Education Information System (NHSEIS)

Original design and implementation of Database and Reporting systems for tracking extended learning opportunities

Original design and implementation of Database and Reporting systems for tracking School Approval requirements for Adequacy (IBAS)

Reporting criteria and accountability language for the ESEA waiver

Assessment Director services for the past two years of NECAP

Using Business Intelligence techniques, from high-level dashboards, to custom reports, to advanced analyses that help districts to:

Make better decisions through better insight from their data;

Make more informed decisions by providing timely, relevant, and accurate answers to their business questions;

Use business intelligence software to promote educational accountability and academic achievement, manage students from initial enrollment to post-graduation, and analyze institutional data in a cost-effective manner;

Use progress and performance data from students, teachers, schools, and districts to develop effective strategies for the No Child Left Behind Act;

Provide parents, students, educators, and researchers easy access to statistical data on the performance of any student, department, or district

Program Analysis

Budget Projections and Analysis

Assessment and Data Analysis

Trend Analysis & Multiyear Projections

Demographic Analysis and Enrollment Projections

As Superintendent of SAU #1:

- **Administers all state and district assessments.**
- **Developed a system to report achievement data for students, schools, and the district. This information was used to assist schools in refining instructional practices and curriculum and gave families valuable information about how well their child is doing and where additional help might be needed.**
- **Develop programs to assist parents and teachers in their efforts to provide educational support to individual students.**
- **Provided as much individual student performance information as was available within the constraints of the assessment system's item bank.**
- **Provided to the district schools:**
 - **(a) Information on classroom-based and other assessments that may provide additional achievement information for individual students;**
 - **(b) A collection of diagnostic tools that educators may use to evaluate the academic status of individual students. The tools shall be designed to be inexpensive, easily administered, and quickly and easily scored, with results provided in a format that may be easily shared with parents and students.**
- **Lead efforts to integrate knowledge and skill areas in development of the assessments.**

- **Developed, and sought out, assessments that are directly related to the essential academic learning requirements, and are not biased toward persons with different learning styles, racial or ethnic backgrounds, or on the basis of gender.**
- **Developed methods to address the unique needs of special education students when developing the assessments under this section.**
- **Developed methods to address the unique needs of highly capable students when developing the assessments for the district.**
- Served as Chief School Executive, provided the development and maintenance of a positive educational program designed to meet the needs of the community.
- Supervised the implementation of all laws, regulations, and Board policies.
- Devised such rules and gave such instructions to school employees and students as may be necessary to implement Board policy.
- Formulated school objectives, policies, plans, and programs; prepared and presented facts and explanations necessary to assist the Board in its duty of legislation for the schools.
- Conducted periodic audits of the total school program, and advised the Board on recommendations for the educational advancement of the schools.
- Recommended to the Board, for its adoption, all courses of study, curriculum guides, and major changes in texts and time schedules to be used in the schools.
- Supervised the timely revisions of all curriculum guides and courses of study.
- Secured and nominated for employment the best qualified and most competent teachers and supervisory and administrative personnel.
- Held such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvement and welfare of the schools.
- Supervised methods of teaching and administration in effect in the schools.

- Responsible for the overall financial planning of the district and preparation and submission of the annual budget to the Board for review and approval. Current budget is in excess of 40 million dollars.
- Established and maintained efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
- Responsible for maintaining adequate records for the schools, including a system of financial accounts; business and property records; personnel, school population, and scholastic records. Acted as custodian of such records and of all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- Represented the district in its dealings with other school systems, institutions, agencies, and community organizations.
- Represented the schools before the public and maintained, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs, and successes of the schools.
- Work with the school board in the development or revision of policies to ensure compliance with federal and state laws and regulations applicable to the Special Education.
- Assume a leadership role in the efforts of the district's and community's Crisis Intervention Team and implement the established Board policy and procedures as necessary.
- Oversee the implementation of state and federal laws and procedures dealing with homeless, migrant, truant and other students with special needs.
- Exercise general supervision over the student identification, pre-referral, referral, and evaluation process.
- Established and maintained a program of public relations to keep the public well-informed of the activities and needs of the school district affecting a wholesome and cooperative working relationship between the schools and the community.
- Supervised, compiled, evaluated, and approved all state and federal grants for the district.

- Acted as School Board's Hearing officer in matters related to student discipline.
- Responsible for the development, implementation and supervision of the ESOL Program.
- Coordinated the district's Title I Reading Recovery Program.
- Supervised the district Teacher Mentor Program.
- Proposed changes to school board policies in matters related to students, curriculum instruction and professional development.
- Responsible for development of district multi-year professional development and technology plans.

As Assistant Superintendent SAU #1 and SAU #47:

- Determined types of programs needed by the schools and made appropriate recommendations.
- Reported on the status of district programs and services at the request of the Superintendent.
- Prepared drafts of needed Board policies and administrative rules for the Superintendent's review and action.
- Played a significant leadership role in curriculum planning and in-service education for the professional staff.
- Served upon assignment by the Superintendent as a resource person to all principals in the district.
- Interpreted the programs, philosophy, and policies of the district to staff, students, and the community at large.
- Maintained liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the schools.
- Established necessary procedures for referral and cooperative planning with other agencies, both local and state, that provide services to children.

- Communicated to the Superintendent the requirements and needs of the district as perceived by staff members.
- Recommended and assisted in the recruitment of special services personnel.
- Provided supervision and oversight of the district's Special Education program and services.
- Prepared state reports and claims as required.
- Determined the transportation needs of the Special Education services.
- Played a significant leadership role in fostering professional growth and building of staff morale throughout the district.
- Supervised the management of the financial affairs of the schools.
- Assumed responsibility for budget development and long-range financial planning.
- Established and supervised a program of accounting to record, in detail, all money and credit transactions.
- Supervised all accounting operations.
- Supervised the collection, safekeeping and distribution of all funds.
- Managed the district's real estate and insurance programs.
- Supervised the district's supporting services, including property services, transportation, purchasing, food services, and business services.
- Developed a facility expansion program and supervised plan construction.
- Supervised and successfully completed thirteen (13) building projects for the district.
- Developed and administered a budget control system for the district.
- Acted as adviser to the Superintendent on all questions relating to the business and financial affairs of the district

- Responsible for recruiting, hiring, training, supervising, and evaluating all clerical, financial and support staff personnel.
- Arranged for the internal auditing of school accounts.
- Interpreted the financial concerns of the district to the community.

As Principal of Conant High School:

- Provided leadership in the development, determination of appropriateness, and monitoring of the instructional program.
- Scheduled classes within established guidelines to meet student needs.
- Provided school leadership in the development, revision, and evaluation of the curriculum.
- ***Supervised the Special Education program to enhance individual student education and development, and facilitated all Special Education Team meetings.***
- Maintained high standards of student conduct and enforced discipline as necessary, according to due process rights of students.
- Established guides for proper student conduct and maintained student discipline.
- Attended special events held to recognize student achievement, and attended school-sponsored activities, functions, and athletic events.
- Maintained and controlled the various local funds generated by student activities.
- Supervised the maintenance of accurate records on the progress and attendance of students.
- Assumed the responsibility for the attendance, conduct, and maintenance of health of students.
- Supervised all professional, paraprofessional, administrative, and support personnel attached to the school.
- Recruited, screened, trained, assigned and evaluated the school's professional staff.

Education

1971 St. Michael's College Winooski, VT
M.Ed - Curriculum and Instruction

1970 Norwich University Northfield, VT
BS - Education

Cooperating Fellow – National Center for Education Statistics (NCES)

US Army Advanced Course – Administration, Leadership, Organizational Management,
Information Systems

Educational Testing Service - Princeton – Test Construction and Design

NHSAA Leadership Institute

Other Course work through:

Franklin Pierce Law Center

University of New Hampshire

Antioch New England

Harvard Business School

Served on NHDOE Accountability and Assessment Committees for over 30 years

Professional Organizations and Affiliations:

- New Hampshire School Administrator's Association – Vice President
- National Center for Education Statistics – Cooperating Fellow
- North West Evaluation Association
- Association for Supervision and Curriculum Development
- New England School Development Council
- National School Public Relations Association

- Southwest Regional School Administrator's Association

Community

- Peterborough Rotary – Chairman, Charitable Trust
- Peterborough Chamber of Commerce
- Selectmen's Advisory Committee

DRSG, LLC

The original design and one of the principal authors of the current IBAS System was DRSG. In conjunction with the NHDOE Bureau of Accountability, DRSG develop the language as well as the original software and reporting systems for IBAS. Over the past two years DRSG has been responsible for NHDOE's Adequacy Reporting System that includes both the Input Based System (IBAS) and the Performance Based System (PBAS). This responsibility included facilitating both internal and external meetings, providing technical assistance to schools and districts and preparing reports as requested by the Commissioner of Education, and as required by NH State Law.

DRSG has provided accountability and assessment services to the NHDOE since the year 2000, when DRSG created the first comprehensive test analysis program (NTAP) that was distributed to all districts in the state. The program was successfully used for several years by schools and districts to compare student achievement levels, analyze responses to various items and combination of items as well as providing analysis of the relationship of student scores and student survey responses. The design and functionality of the systems used today may be traced back to the original work done by DRSG. Additionally, DRSG has been an integral partner in the development of the ESEA Waiver proposal and the development of the ESEA reporting mechanisms.

DRSG in partnership with The Great Schools Partnership Team, and the NHDOE developed the new version of the minimum standards that was recently approved by the State Board of Education. DRSG's role was primarily associated with the "back end" of the standards that addressed the specifics of course content and credit requirements. In addition DRSG has been instrumental in the development and testing "model systems" for school approval review. The principal of DRSG has had extensive experience as a school and district administrator as well as experience in chairing New England Association of Schools and Colleges (NEAS&C) accreditation teams.