

4290



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
Citizens Services Line 1-800-339-9900

Sole Source

April 15, 2014

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

Requested Action

Authorize the New Hampshire Department of Education to exercise two years of a renewal option to a **Sole Source** contract with Evergreen Evaluation and Consulting, Inc., Jericho, VT (Vendor Code 172191, originally approved by Governor & Council on May 1, 2013 (item# 85), to continue to conduct the evaluation of the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period effective July 1, 2014 through June 30, 2016 in an amount not to exceed \$148,000.00. **100% Federal funds.**

Funding is available in account titled State Program Improvement pending legislative approval of the next biennium budget, as follows:

	<u>FY2015</u>	<u>FY2016</u>
06-056-56-562510-41070000-102-500731 Contracts for Program Services	\$74,000.00	\$74,000.00

Authorize the Department of Education to exercise a renewal option on this contract for one (1) additional fiscal year, pending legislative approval of the next successive biennial budget, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject to Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. This request is **sole source** because New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant.

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and the Honorable Council
April 15, 2014
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These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services.

The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

Evergreen Evaluation and Consulting, Inc. is a small northeast evaluation business well versed with the evaluation of projects in the field of special education. Evergreen Evaluation and Consulting, Inc. has been the evaluator for Vermont's State Personnel Development Grant and has served as an evaluation specialist for the Northeast Regional Resource Center. Therefore, Evergreen Evaluation and Consulting, Inc. as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Review proposed evaluation plan and evaluation logic models with grant leadership team;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities;
- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant; and,
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

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and the Honorable Council
April 15, 2014
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The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Virginia M. Barry". The signature is written in a cursive style with a large, stylized initial "V".

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

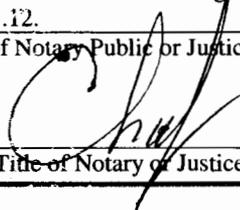
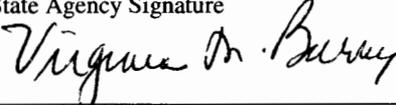
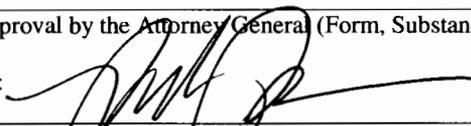
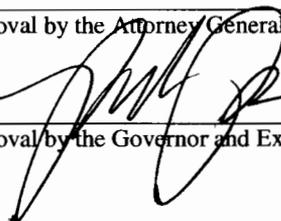
Subject: Next Steps NH Grant Evaluation **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord NH 03301</u>	
1.3 Contractor Name <u>Evergreen Evaluation and Consulting, Inc.</u>		1.4 Contractor Address <u>16 Bradley Bow Road, Jericho VT 05465</u>	
1.5 Contractor Phone Number <u>(802) 434-5607</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>148,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Special Education</u>		1.10 State Agency Telephone Number <u>(603) 271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>David J Meeks Sec/Treg</u>	
1.13 Acknowledgement State of <u>VT</u> , County of <u>Chittenden</u> On <u>3/4/14</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]		CHRISTOPHER JARVIS Notary Public, State of Vermont My Commission Expires Feb. 10, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia, M. Barry, Ph. D., 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) By:  On: <u>4/28/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials 
Date 5/27/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials
Date

AS
5/14/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Evergreen Evaluation and Consulting, Inc. will conduct the evaluation component of the NH State Personnel Development Grant (SPDG) to determine the extent to which the grant goals, objectives activities and outcomes have been accomplished over the course of the 5-year grant period.

The contractor will:

- Review proposed evaluation plan and evaluation logic models with grant leadership team and revise as necessary;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity and other process data;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Facilitate Evaluation work group and activities bi-monthly for grant;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities, as well, as grant data, outcomes, need for mid-course corrections and unanticipated outcomes;
- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant;
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

Initials: AD/ME
Date: 3/4/14

EXHIBIT B

Estimated Budget

Budget (through June 30, 2016)

Account number: 06-056-56-5625210-41070000-102-500731

<u>Personnel</u>	<u>FY2015</u>	<u>FY2016</u>
Project Director	\$ 6,575.00	\$ 6,575.00
Lead Evaluator/Sr. Research Associate	\$51,800.00	\$51,800.00
Project Manager, Co-Lead Evaluator	\$15,625.00	\$15,625.00
Total Contract	\$74,000.00	\$74,000.00

Limitation of Price: This contract will not exceed \$148,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: AS
Date: 3/4/14

EXHIBIT C
Special Provisions

none

Initials: Δ dm
Date: 2/4/14

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 Evergreen Evaluation & Consulting Inc. doing business in New Hampshire as Evergreen Evaluation, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 5, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

RESOLUTION

Be it resolved that the Board of Directors of Evergreen Evaluation & Consulting, Inc. authorizes David J. Merves, Director* of Evergreen Evaluation and Consulting, Inc. to sign all agreements required to execute a contract with the New Hampshire Department of Education.

Be it further resolved that Evergreen Evaluation and Consulting, Inc. is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.



3/4/14
Date

(*this could be the president, director, chairman, grants manager or a person who has the authority to enter into a contract. Please make changes accordingly and remove this paragraph.)

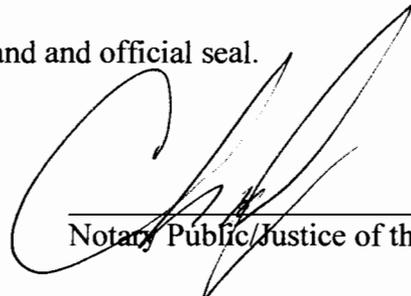
STATE OF VERMONT

COUNTY OF

On March 4 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/Clerk/Director of the association identified in the foregoing certificate, and acknowledge that she/he executed the forgoing certificate.

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

CHRISTOPHER JARVIS
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2015



Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2014

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 SMITH, BELL & THOMPSON, INC. P.O. BOX 2248 GRAND RAPIDS MI 49501	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM	FAX (A/C, No): (800) 455-9611
	INSURER(S) AFFORDING COVERAGE	
INSURED EVERGREEN EVALUATION & CONSULTING, INC. 16 BRADLEY BOW ROAD JERICHO VT 05465-3136	(802) 434-7644	
	INSURER A: MARYLAND CASUALTY COMPANY	NAIC # 19356
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 129628 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	████████████████████	9/5/2013	9/5/2014	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ EXCLUDED
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y N	████████████████████	9/5/2013	9/5/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	████████████████████	9/5/2013	9/5/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SALES, SERVICE OR CONSULTING ORGANIZATIONS - ALL OTHER / CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY BY THIS POLICY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Principal Staff

Patricia Mueller, Project Director/Lead Evaluator

Brent Garrett, Lead Evaluator/Sr. Research Associate

David Merves, Project Manager, Co-Lead Evaluator

Work Experience

Garrett, Consulting, LLC (60% FTE)

6/93 - Present

- *State Personnel Development Grants* – Independent Contractor with Evergreen Evaluation and Consulting, Inc. to serve as lead evaluator on New Hampshire, Mississippi's and Delaware's OSEP-funded State Personnel Development Grants (SPDGs). Activities evaluated include RTI for academics and behavior and early childhood initiatives on social/emotional learning, early language literacy, and C-B transition; post-secondary transition

Previous Consulting Projects:

- *Math/Science Partnership Grant* – Knott County Schools, KY.
- *MeTRC* –University of Kentucky investigating an intervention designed to improve the mathematics achievement of 7th grade students with print disabilities.
- Ad hoc reviewer for the U.S. Department of Agriculture's Small Business Innovation Research (SBIR) program (1999 – 2004)
- External evaluator for Kentucky AgrAbility Project, U.K. College of Agriculture (2002 – 2003)
- Job Development Consultant for the Department for the Blind (4/97, 5-9/99)
- External evaluator for two conversion projects sponsored by the KY Developmental Disabilities Planning Council (7/95 - 6/97)

Pacific Institute for Research and Evaluation (40% FTE)

10/04 -

Present

- *State Personnel Development Grants* - Principal Investigator for the evaluation component of the Vermont SPDG. Activities evaluated include RTI for academics and behavior and early childhood initiatives on social/emotional learning, early language literacy, and C-B transition; post-secondary transition.
- National Center and State Collaborative General Supervision Enhancement Grant – External evaluator to assess the degree of quality, relevance, and utility of efforts to develop a model alternate assessment on alternate achievement standards.

Other Projects Worked On While at PIRE:

- *Providing Rural Interdisciplinary Services for Youth with Mental Health Needs (PRISYM)*, funded the Health Resources and Services Administration within the US Cabinet of Health and Human Services, via a subcontract with Eastern Kentucky University. Oversee evaluation efforts to increase the number of graduating students employed by regional mental health centers in eastern Kentucky.
- *Kentucky's General Supervision Enhancement Grant*, (2004-2006) funded by the Office of Special Education and Rehabilitative Services at the US Dept of Education. Assist in evaluating initiatives related to early childhood outcomes and standards, early childhood transition, and alternate assessments for students with significant cognitive disabilities. Project ended March 31, 2007.
- *New Hampshire Enhanced Assessment Initiative*, funded by the Office of Elementary and Secondary Education at the US Department of Education. A five-state collaborative, with the evaluation

component funded by a subcontract with the University of Kentucky. Assist in evaluating an effort to develop more technically sound alternate assessment systems. Project ended May 30, 2007

- *Character Education Technical Assistance Center*. Evaluation consultant for state and school grantees receiving funding through the Office of Safe and Drug Free Schools at the US Department of Education.
- *Evaluation of Mentoring Initiative for System Involved Youth* – Principal Investigator on a cross-site evaluation of four youth mentoring programs. Funded by the Office of Juvenile Justice and Delinquency Prevention at the U.S. Department of Justice (15%).
- *Southeast Center for Application of Prevention Technologies*. Deputy Director for Evaluation for a regional technical assistance center funded by the Substance Abuse and Mental Health Systems Administration (SAMHSA) within the US Cabinet of Health and Human Services. Oversee internal evaluation efforts, participate in cross-CAPT evaluation activities, and provide evaluation-related technical assistance to state and local prevention programs.
- *Parental Help Seeking for Dental Care*, funded by the National Institute for Dental and Craniofacial Research, via a subcontract with the University of Louisville. The evaluation of an experimental effort to increase the use of dental care by children of Medicaid recipients.

Interdisciplinary Human Development Institute, University of Kentucky 10/92 – 9/04

Projects Worked on While at the Interdisciplinary Human Development Institute:

- *Evaluation and Research Consultant for the Alliance for Systems Change/Mid-South Regional Resource Center*. Coordinated and provide guidance to internal evaluation team. Also provided needs-based technical assistance in areas such as data management, program evaluation, proposal development, and alternate assessment for internal staff and personnel working in 9 state departments of education. (7/02 – 9/04).
- *Lead Evaluator for the Kentucky State Improvement Grant I*. Assisted the KY Department of Education in evaluating the State Improvement Grant. Included initiatives related to early childhood transition, positive behavior systems, assistive technology, access to the general curriculum, secondary transition, and parent involvement. (2/03 – 9/04).
- *Project Director for the Including Students with Deaf-Blindness in Large Scale Assessment Systems Project*. Responsible for the implementation of a U.S. Department of Education funded research project to better understand how students with deaf-blindness fare in state general and alternate assessment systems. Three manuscripts were accepted for publication. (7/00 – 9/03).
- *Project Director for the Kentucky Alternate Portfolio System Study*. Responsible for the final year of implementation of a U.S. Dept. of Education research project. Provided administrative oversight, conducted data analyses, and completed all final reports. Co-authored one publication. (7/00 – 9/01).
- *Project Director for the Kentucky Employment Initiative*. Responsible for administrating and managing a U.S. Department of Education funded project to improve employment options for students with disabilities at universities and community colleges across Kentucky. Supervised four individuals, managed an annual budget of \$100,000, and performed all administrative and management functions. (10/93 - 9/96).
- *Principal Investigator/Project Director for the Community Based Work Transition Program*. Administered a \$1.4 million program for the Kentucky Department of Vocational Rehabilitation and the Department of Education. Designed, implemented, and evaluated training and technical

assistance to personnel in more than 100 school districts and state agencies participating in a community based work transition program. Was responsible performing all administrative and management functions, as well as training and technical assistance. (10/92-6/00).

Employment Prior to the Interdisciplinary Human Development Institute:

- *Program Director for Special Employment Services*, Lexington, KY. Responsible for all components of supported employment agency for individuals with severe disabilities, including: program development, grant writing, marketing, job development, on-the-job training, and follow-up services. Supervised two individuals. (6/91- 9/92).

Education

University Of Kentucky, Lexington, KY 5/2002

Doctorate of Philosophy

Martin School of Public Policy and Administration

Dissertation – The Role of Policy Entrepreneurs in Policy Diffusion

University Of Kentucky, Lexington, KY 5/2000

Masters in Public Policy and Administration

Martin School of Public Policy and Administration

University Of North Carolina At Greensboro, Greensboro, NC 6/87-12/89

Bachelor of Arts-Mathematics, Secondary Teacher Certification

Additional Training:

- Human Participants Protection Education for Research Teams. Sponsored by the National Institutes for Health. (October 2004, renewed annually)
- Focus Group Training. Presented by Richard Kreuger as a 2004 AEA Pre-Conference session
- The Effective Facilitator. Presented by the Leadership Strategies Institute. (April 2000)

Selected Refereed Journal Articles:

Sheppard-Jones, K., Garrett, B., & Huff, M.B. (2007). Community based work experiences for students with significant disabilities: Real world work equals real world success. *International Journal on Disability and Human Development*, 6(1), 47-52.

Towles-Reeves, E., Garrett, B., Burdge, M., and Burdette, P. (2006). What are the consequences? Validation of large scale alternate assessment systems and their influences on instruction. *Assessment for Effective Intervention*. 31(3), 45-57.

White, M., Garrett, B., Kearns, J.F., & Grisham-Brown, J. (2003). Instruction and assessment: How students with deaf-blindness fare in large-scale alternate assessments. *Research and Practice for Persons with Severe Disabilities*,28(4), 205-213.

Kleinert, H., Garrett, B., Towles, E., Garrett, M., Nowak-Drabik, K., Waddell, C., & Kearns, J. (2002). Alternate assessment scores and life outcomes for students with significant disabilities: Are they related? *Assessment for Effective Intervention*.28(1),19-30.

Garrett, B., Huff, M., & Sheppard-Jones, K. (2002). Rehabilitation and education partnerships: Nurturing positive communities. *Journal of Rehabilitation Administration*,26(2),123-133.

Book Chapter

Pierce, D., Marshall, A., Adams, S., Cecil, C., Garrett, B., Huff, M., Ratliff, C. (2009). Training for interprofessional services to Appalachian adolescents with mental health needs: Lessons learned from PRISYM. In *Leadership in Interprofessional Rural Health: Research, Practice, and Education*. Edited by C. Royeen, G. Jensen, & R. Harvan.

Non-Refereed Papers:

Lewis, P., Lee, L., Noble, S., Garrett, B. (2013). KY Math Etext Project- A Case Study: Math Curriculum Digital Conversion & Implementation. *Information Technology and Disabilities E-Journal*, 13(1).

Garrett, B., Kearns, J.F., & Grisham-Brown, J. (2003). *A White Paper on Including Students with Deaf-Blindness in Large-Scale Assessment Systems*. Disseminated by DB-Link, The National Information Clearinghouse On Children Who Are Deaf-Blind.

Selected Refereed Presentations:

Mueller, P. & Garrett, B. (November 2010). *Fidelity Instruments and School Burden*. Annual Conference of the American Evaluation Association. San Antonio, TX.

Kearns, J., Lazarus, S., Chartrand, A., Jorgenson, C., and Garrett, B. (July 2009). *What other OSEP Projects Need to Know About Alternate Assessments: A State Personnel Development Grant Perspective*. Office of Special Education Programs Annual Meeting, Washington D.C.

Perumal, C. & Garrett, B. (November 2007). *Using Evaluation as a Management Tool: The Experience of the Tennessee State Improvement Grant Evaluation*. Annual Conference of the American Evaluation Association, Baltimore, MD.

Shader, M., Kirk, H., & Garrett, B. (November 2007). *Mentoring as an Intervention for Disadvantaged Youth*. 2007 American Society of Criminology Meeting. Atlanta, GA.

Harding, W; Sharma, A; Garrett, B; Cummins, M; Dash, K; Albers, E; James, T; Griffin, T; & Jobe, J. (November 2006). *Factors that Facilitate and Complicate Building Evaluation Capacity*. Annual Conference of the American Evaluation Association, Portland, Oregon.

Thurlow, M., Garrett, B., Zhang, L., & Barton, K. (June 2004). *What Item Level Data Tell Us About Universal Design: Fantasy, Foolishness, or Fuel for Fire?* Council of Chief State School Officers 2004 National Conference on Large-Scale Assessment. Boston, MA.

Garrett, B. & Huff, M.B. (November, 2001). *Rehabilitation and Education Partnerships: Providing Opportunities for a Competitive Advantage*. Association of University Centers on Disabilities National Conference, Washington DC.

Garrett, B. (April, 1999). Conversion to Supported Employment in Kentucky. *Kentucky Arc Conference*, Louisville, KY.

Garrett, B. (February, 1998). Best Practices in Vocational Education for Students with Disabilities. Kentucky Council for Exceptional Children Conference, Louisville, KY.

PATRICIA H. MUELLER

EDUCATION

- 1997 Ed.D., Educational Leadership and Policy Studies, University of Vermont
- 1986 M.Ed., Special Education, University of Vermont Certificate of Advanced Study (C.A.S.), Administration and Planning
- 1981 M.Ed., Special Education, University of Vermont
- 1978 B.S., Elementary and Special Education, University of Vermont

PROFESSIONAL EXPERIENCE

1989 – *Principal Evaluator*

Present President, Evergreen Evaluation & Consulting, Inc. Jericho, VT.
www.evergreenevaluation.net

Performs formative and summative Special Education program evaluations to include: conducting needs assessments; development of logic models and comprehensive evaluation plans; data collection and analysis; and reporting of findings with recommendations. Clients include State Departments of Education, Local Education Agencies, OSEP Technical Assistance & Dissemination Centers and non-profit and parent organizations.

2004 – *Senior Researcher*

2007 The Study Group, Inc., Kill Devil Hills, NC

Performed special education research and literature reviews, developed comprehensive evaluation plans, created data collection instruments and engaged in data collection activities using a variety of methods.

1999 – *Evaluation Specialist in Special Education*, Northeast Regional Resource Center (NERRC), Learning Innovations at WestEd, Williston, VT

Developed, planned, and coordinated evaluation of special education technical assistance activities provided by NERRC Staff Associates. Collaborated in the development of progress and annual reports and in OSEP external evaluations.

1997 – *Director of Student Support Services (1998–1999)* and *Director of Curriculum and Student Support Services (1997–1998)*, Essex Town School District, Essex Junction, VT

1991 – *Coordinator*, Certificate of Study Program for Paraeducators, University Affiliated Program of Vermont (UAP), University of Vermont, Burlington, VT

1984 – *Lecturer/Community Resource Specialist*, Department of Education University of Vermont, Center for Developmental Disabilities (UAP) Burlington, VT

1978–*Special Educator*. K-12 VT public schools.
1984

GRANTS/CONTRACTS AWARDED (SINCE 2006)

- 2013 – **External Evaluator.** Center for Technology & Disability (CTD); FHI360
Present Washington, DC.
- 2013 – **Sub-Contracted External Evaluator.** Center for Parent & Information Resources;
Present (CPIR). Washington, DC. Role is to assist lead external evaluator.
- 2013 – **External Evaluator.** Early Childhood Personnel Center (ECPC); University of
Present Connecticut (UCEDD), Farmington, CT.
- 2013 – **External Evaluator.** Early Childhood Technical Assistance Center (ECTA); Frank
Present Porter Graham Child Development Institute, UNC at Chapel Hill.
- 2013 – **External Evaluator.** The Center for IDEA Early Childhood Systems (DaSy Center);
Present SRI International.
- 2013 – **External Evaluator.** Center for Applied Special Technology (CAST); Center on
Present Emerging Technologies (CET).
- 2013 – **External Evaluator.** AL, DE & NH State Personnel Development Grants
Present (SPDG); AL, DE & NH Departments of Education.
- 2013 – **Co-Coordinator.** VT State Personnel Development Grant, VT
Present Department of Education, Special Education, Montpelier, VT.
- 2012 **SPDG Grant Proposal Development.** AL, DE, NH, ND, & VT State Personnel
Development Grant (SPDG); AL, DE, NH, ND & VT Departments of Education.
- 2012 – **Summative Evaluator.** National Center on Educational Outcomes (NCEO).
Present
- 2010 – **External Evaluator.** MS State Personnel Development Grant (SPDG), MS
Present Department of Education, Special Education, Jackson, MS.
- 2010 – **External Evaluator.** Think College-VT Program. Center for
Present Disability & Community Inclusion (UCEDD), University of Vermont, Burlington, VT.
- 2009 – **External Evaluator.** Vermont Early Intervention/Early Childhood Special Education
Present Masters Program. Early Childhood Special Education, Department of Integrated
Professional Studies and UCEDD, University of VT, Burlington, VT.
- 2010 – **External Evaluator.** Michigan's Office of Special Education, Department of
2013 Education.

- 2010 – **Formative Evaluator.** Six Regional Resource Centers (RRCF - National Program).
2012
- 2007 – **Co-Coordinator.** VT State Personnel Development Grant, VT
2012 Department of Education, Special Education, Montpelier, VT.
- 2007 – **External Evaluator.** NH State Personnel Development Grant (NH RESPONDS), NH
2012 Department of Education, Bureau of Special Education, Concord, NH.
- 2010 **SPDG Grant Proposal Development.** WY State Personnel Development Grant
(SPDG), WY Department of Education.
- 2009 – **External Evaluator.** Granite State College, NH. 325T Grant Award.
2012
- 2007 – **External Evaluator.** MS State Personnel Development Grant (SPDG), MS
2010 Department of Education, Special Education, Jackson, MS.
- 2010 – **External Evaluator.** National Inclusive Education Initiative. Institute on Disability
2011 (UCEDD), University of New Hampshire, Durham, NH.
- 2006 – **External Evaluator.** VT State Improvement Grant II (SIG II), VT Department of
2008 Education, Special Education, Montpelier, VT.
- 2006 **Principal Evaluator.** VT Parent Information Center, Williston, VT.

SELECTED PUBLICATIONS AND PRESENTATIONS

- Mueller, P., Lynch, K., & Rewey, K. (2012, October). *Evaluating Programs Targeted for Populations with Disabilities.* Presentation at the American Evaluation Association Conference, Minneapolis, MN.
- Mueller, P., Merves, D., & Bourexis, P. (2012, October). *The 3 R's of an Evaluation Business: Relevance, Responsibilities and Relationships.* Presentation at the American Evaluation Association Conference, Minneapolis, MN.
- Mueller, P., Merves, D., & Bourexis, P. (2011, November). *Growing Your Business in the Current Economic Climate.* Presentation at the American Evaluation Association Conference, Anaheim, CA.
- Hurley, J. & Mueller, P. (2011, July). *Preparing Early Interventionist and Early Childhood Special Educators to work in a refugee resettlement community.* Poster session at the OSEP Project Director's Conference, Washington, DC.

- Mueller, P. & Garrett, B. (2010, November). *Fidelity instruments and school burden*. Presentation at the American Evaluation Association Conference, San Antonio, TX.
- Frasier, J., Mueller, P., & Romero, C. (2010, November,). *Capturing fidelity of implementation in NH RESPONDS State Personnel Development Grant (SPDG)*. Panel presentation at the American Evaluation Association Conference, San Antonio, TX.
- Steenwyk, B. & Mueller, P. (2010, July). *Leveraging system resources: Alignment & integration to achieve education's priorities*. Presentation at the OSEP Project Director's Conference, Washington, DC.
- Mueller, P., Erickson, A., & Morrison, J. Co-presenters. (2010, May). Webinar presentation to SIG/SPDG Directors & Evaluators. How to incorporate implementation drivers into evaluation PPT.
- Mueller, P., Noonan, P., Erickson, A., & Morrison, J. Co-presenters. (2009, November). *Assessing the degree of implementation when evaluating a statewide initiative*. Panel presentation at the American Evaluation Association Conference, Orlando, FL and (2009, July) Presentation at the OSEP Project Director's Conference, Washington, DC.
- Mueller, P., Reedy, K., & Diefendorf, M. Co-presenters. (2009, July). *Evaluation of a collaborative TA&D initiative: Implications for TA providers*. Presentation at the OSEP Project Director's Conference, Washington, DC.
- Mueller, P. & Garrett, B. (2008, November). *Evaluating integrated intervention models: Response to Intervention (RtI) & Positive Behavioral Interventions and Supports (PBIS)*. Presentation at the American Evaluation Association Conference, Denver, CO.
- Mueller, P. & Garrett, B. (2008, July). *Evaluating Integrated Intervention Models: Response to Intervention (RtI) & Positive Behavioral Interventions and Supports (PBIS)*. Presentation at the OSEP Project Director's Conference, Washington, DC.
- Bourexis, P., Russell A., & Kaser, J. & Mueller, P. (2006, November). *Evaluating Education Technical Assistance Programs*. Presentation at the American Evaluation Association Conference, Portland, OR.
- Mueller, P., Bourexis, P., Russell-Bender, A., & Williamson, S. Co-presenters. (2005, October). *Crossing sites, crossing approaches, crossing our fingers*. Presentation at the American Evaluation Association Conference, Toronto, Canada.
- Mueller, P.H., & Murphy, F. V. (2001). Determining when a student requires paraeducator support. *TEACHING Exceptional Children*, 33(6), 22–27.
- Riggs, C. & Mueller, P. (2001). Employment and utilization of paraeducators in inclusive settings. *Journal of Special Education*, 35(1), 54–62.
- Mueller, P. H. (2000). A study of the roles, training needs, and support needs of Vermont's paraeducators. (Doctoral dissertation, University of Vermont, 1997). *Dissertation Abstracts International*, 9970545.

DAVID J. MERVES, M.B.A., C.A.S.

Executive Summary

Experienced with: 1) Evaluation theory, Logic model development and mixed methodology evaluation plans; 2) instrument and survey development; 3) data collection/analysis; 4) dissemination/communication technologies for evaluation and applied research; 5) strategic planning; and 6) accounting, marketing & operations management.

Education

- 2010 Claremont Graduate University, Claremont, CA. Certificate of Advanced Study in Evaluation
1984 Loyola University, Chicago, IL. Master's Degree in Business Administration
1975 Connecticut College, New London, CT., Bachelor's Degree in Asian History

Work Experience

Evergreen Evaluation & Consulting, Inc. Jericho, VT 2003 – Present

Grants/Contracts Awarded

- 2013 to Present External Evaluator. Center for Technology & Disability (CTD); FHI360 Washington, DC.
- 2013 to present Project Lead/External Evaluator. Early Childhood Personnel Center (ECPC); University of Connecticut (UCEDD), Farmington, CT.
- 2013 to Present External Evaluator. Early Childhood Technical Assistance Center (ECTA); Frank Porter Graham Child Development Institute, UNC at Chapel Hill.
- 2013 to present Project Lead/External Evaluator. The Center for IDEA Early Childhood Systems (DaSy Center);SRI International.
- 2013 to present Center for Applied Special Technology (CAST); Center on Emerging Technologies (CET).
- 2013 to present Project Manager/Co-lead evaluator. DE State Personnel Development Grant, *Evaluation of initiatives related to professional development for*

- special educators and related service providers.* DE Department of Education, Dover, DE.
- 2012 to present Project Manager/Co-lead evaluator. NH State Personnel Development Grant, *Evaluation of initiatives related to professional development for special educators and related service providers.* NH Department of Education, Bureau of Special Education, Concord, NH.
- 2010 to 2013 Project Manager/Lead Evaluator. Michigan Office Of Special Education- Mandated Activities Projects (MAPS). *Development and implementation of multi year program evaluation.* Lansing, MI.
- 2009 to 2012 Lead Evaluator. Granite State College, NH. 325T Grant Award. *Development of logic model and evaluation plan. Monitoring of evaluation plan and assistance with annual performance report to the funding agency.* Concord, NH.
- 2010 to 2011 Project Manager/Lead Evaluator. Rehabilitative Engineering and Assistive Technologies Society of North America (RESNA). *Development and implementation of a four-year evaluation to support and inform the establishment of a national training and technical assistance for assistive technology program as operated by RESNA.* Arlington, VA
 2010 to 2012 Co-Lead Evaluator. Regional Resource Center Program (RRCP), *Development, implementation and monitoring of a 5-year evaluation plan. Conduct formative evaluation and report performance annually to the funding agency.* Southeast Regional resource Center, Auburn University, Montgomery, AL.
- 2008 to 2011 Research Associate/Lead Evaluator. Supporting Faculty to Teach All Students: A Universal Design Consulting Team Model. *Evaluation of the UDL@UVM project designed to enhance learning opportunities for UVM students with disabilities.* Center for Disability & Community Inclusion (UCEDD), University of VT, Burlington, VT.
- 2007 to present Research Associate. MS State Personnel Development Grant (SPDG). *Evaluation of initiatives related to professional development for special educators and related service providers.* MS Department of Education, Special Education, Jackson, MS.
- 2007 to 2012 Research Associate. NH State Personnel Development Grant (NH RESPONDS), *Evaluation of initiatives related to professional development for special educators and related service providers.* NH Department of Education, Bureau of Special Education, Concord, NH.
- 2008 to 2010 Research Associate. Research, Grant Development & Data Organization/Management. Center for Disability & Community Inclusion (UCEDD). *Data management & upgrading of current data*

systems. Established a survey system to ascertain consumer satisfaction to Center's projects. University of VT, Burlington, VT.

- 2007-2008 Program Associate/Site Administrator
Learning Innovations at WestEd, Williston, VT.
- 1999 -2003 Chief Financial Officer/Director of Operations
The Ryland Inn, Whitehouse, New Jersey.
- 1997-1999 General Manager
Picholine Restaurant, New York City, New York.
- 1996-1997 Director of Food and Beverage
Boca Raton Resort and Club, Boca Raton, Florida.
- 1991-1995 Owner and President
In Our Kitchen, New Providence, New Jersey.
- 1987-1990 Director of Food and Beverage
New York Hilton and Towers, New York City, NY.

Program Evaluation Professional Development

2008 *Advanced Seminar in Evaluation Theory, Practice and Research.* Claremont Graduate University. The Certificate Program of Advanced Study in Evaluation. Taught by Drs. Stewart Donaldson and Christina Christie.

Advanced Seminar in Evaluation Methods. Claremont Graduate University. The Certificate Program of Advanced Study in Evaluation. Taught by Dr. Hallie Preskill and Dr. Rebecca Eddy.

Using Technology to Enhance Applied Research and Evaluation. Claremont Graduate School. Taught by Dr. Stewart Donaldson and Dr. Tarek Azzam.

Empowerment Evaluation. Claremont Graduate University. Taught by Dr. David Fettermen.

Beyond the Basics and the Traditional: Designing Qualitative Evaluation for Applied Research Studies. Claremont Graduate University. Taught by Dr. Sharon Rallis.

Logic Models for Program Evaluation and Planning. Claremont Graduate University. Taught by Tom Chapel (CDC).

Advanced Qualitative Evaluation. Claremont Graduate University. Taught by Dr. Sandra Mathison.

Introduction to Qualitative Methods. Claremont Graduate University. Taught by Dr. Michelle Bligh

2007 *Utilization-Focused Evaluation.* Taught by Dr. Michael Quinn Patton. American Evaluation Association Profession Development Workshop.

Introduction to Evaluation. Taught by Dr. John McLaughlin. American Evaluation Association Profession Development Workshop.

The Logic of Evaluation. Claremont Graduate University. Taught by Dr. Michael Scriven.

Using Randomized Control Trials to Improve Educational Research and Evaluation. Claremont Graduate University. Taught by Dr. Tiffany Berry and Dr. Rebecca M. Eddy.

Considering Culture in Evaluation and Applied Research. Claremont Graduate University. Taught by Dr. Rodney K. Hopson.

Needs Assessment. Claremont Graduate University. Taught by Dr. Michael Scriven.

The Logic of Evaluation and Causality: What Makes What Works Work? Claremont Graduate University. Taught by Dr. Michael Scriven

Introduction to Applied Quantitative Analysis. Claremont Graduate University. Taught by Dr. Dale E. Berger.

Presentations and Publications

Merves, D. (2012). *The 3 R's of an Evaluation Business: Relevance, Responsibilities and Relationships.* Presentation at the American Evaluation Association Annual Conference, Minneapolis, MN

Merves, D. (2011). *Growing Your Evaluation Business in Today's Economic Climate.* Presentation at the American Evaluation Association Annual Conference, Anaheim, CA.

Merves, D. (2011). *Using Social Network Analysis to Understand and Improve Collaboration Among Michigan's Integrated Improvement Initiatives and Center for Educational Networking.* Presentation at the American Evaluation Association Annual Conference, Anaheim, CA.

Merves, D. (2010). *Fidelity Instruments and School Burden*. Presentation at the American Evaluation Association Annual Conference, San Antonio, TX.

Merves, D. (2010) *UDL@UVM: Supporting Faculty to Teach All Students- A Universal Design Consulting Team Model*. Presentation at the American Evaluation Association Annual Conference, San Antonio, TX.

Merves, D. (2010). *Meta-evaluation of a State Improvement Grant Evaluation*, Unpublished manuscript, Claremont Graduate University.

Merves, D. (2009) *Hosting a Statewide Virtual Conference*. Presentation at the Office of Special Education Programs Project Director's Conference, Washington, DC.

Professional Affiliations

North American Council for Online Learning (iNACOL)
International Society for Technology in Education (ISTE)
American Evaluation Association (AEA)
American Educational Research Association (AERA)

Teaching Experience

Adjunct Faculty, Fairleigh Dickinson University
Visiting Instructor, Cornell University
Adjunct Instructor, Boston University

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
Citizens Services Line 1-800-339-9900

February 15, 2013

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

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with Evergreen Evaluation and Consulting, Inc., Jericho, VT (Vendor Code 172191) to conduct the evaluation of the State Personnel Development Grant (SPDG). This grant will be in effect from date of Governor and Council approval through June 30, 2014 in an amount not to exceed \$111,000.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-102-500731	\$37,000.00	\$74,000.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning

Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

Evergreen Evaluation and Consulting, Inc. is a small northeast evaluation business well versed with the evaluation of projects in the field of special education. Evergreen Evaluation and Consulting, Inc. has been the evaluator for Vermont's State Personnel Development Grant and has served as an evaluation specialist for the Northeast Regional Resource Center. Therefore, Evergreen Evaluation and Consulting, Inc. as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Review proposed evaluation plan and evaluation logic models with grant leadership team;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities;

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
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February 15, 2013

- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant; and,
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,


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

VMB/alj
Attachments

Subject: NH SPDG Grant Evaluation FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord NH 03301</u>	
1.3 Contractor Name <u>Evergreen Evaluation and Consulting, Inc.</u>		1.4 Contractor Address <u>16 Bradley Bow Road, Jericho VT 05465</u>	
1.5 Contractor Phone Number <u>(802) 434-5607</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>111,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Special Education</u>		1.10 State Agency Telephone Number <u>(603) 271-6693</u>	
1.11 Contractor Signature <u>Patricia H. Mueller</u>		1.12 Name and Title of Contractor Signatory <u>Patricia H. Mueller, President</u>	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Chittenden</u> On <u>4/17/13</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 <u>Laura Buermann</u> [Seal]		LAURA BUERMANN Notary Public, State of Vermont My Commission Expires Feb. 10, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Laura Buermann, Notary, Client Service Manager, Key Bank of Vermont</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia, M. Barry, Ph. D., 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) By: _____ On: <u>4/3/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials Plm
Date 1/1/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Evergreen Evaluation and Consulting, Inc. will conduct the evaluation component of the NH State Personnel Development Grant (SPDG) to determine the extent to which the grant goals, objectives activities and outcomes have been accomplished over the course of the 5-year grant period.

The contractor will:

- Review proposed evaluation plan and evaluation logic models with grant leadership team and revise as necessary;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity and other process data;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Facilitate Evaluation work group and activities bi-monthly for grant;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities, as well, as grant data, outcomes, need for mid-course corrections and unanticipated outcomes;
- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant;
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

Initials: Phm
Date: 1/11/13

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)

Account number: 06-056-56-5625210-41070000-102-500731

<u>Personnel</u>	<u>FY2013</u>	<u>FY2014</u>
Project Director	\$ 5,000.00	\$ 6,575.00
Lead Evaluator/Sr. Research Associate	\$22,463.00	\$44,925.00
Special Education and Transition Specialist	\$ 1,000.00	\$ 2,500.00
Project Manager, Co-Lead Evaluator	<u>\$ 8,537.00</u>	<u>\$20,000.00</u>
Total Contract	\$37,000.00	\$74,000.00

Limitation of Price: This contract will not exceed \$111,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: PHM
Date: 7/11/13

EXHIBIT C
Special Provisions

none

Initials: PHM
Date: 1/11/13