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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

June 1, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise a renewal option of a contract with Demonstrated Success, LLC, Rye, NH (vendor code 267483), by increasing the price limitation by \$204,400.00 from \$186,125.00 to \$390,525.00, to assist NH schools and districts in their use and analysis of a variety of data, effective July 1, 2020, upon Governor and Council approval, through June 30, 2021. The original contract was approved by Governor & Council on April 17, 2019 (Item #123). 100% Federal Funds

Funds to support this request are available in the account titled Title II-A Prof Develop as follows:

06-56-56-562010-25100000-102-500731 Contracts for Program Services **FY 21** \$204,400.00

EXPLANATION

On September 18, 2017, the New Hampshire Department of Education (NH DOE) submitted a final ESSA Consolidated State Plan that was based on feedback from hundreds of citizens from the Granite State over the course of a year and a half. The Plan, which was approved in January, 2018, includes an introductory vision for accountability and support, including a future reporting system designed to establish broader community engagement and success in our education system. The Plan outlines a comprehensive accountability system designed to focus on student growth and academic achievement working toward college and career readiness. Further, as intended by the purpose of the Every Student Succeeds Act (ESSA), the plan provides an overview for how the New Hampshire Department of

His Excellency, Governor Christopher T. Sununu
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June 1, 2020
Page 2

Education (NH DOE) will support some of our most vulnerable students in their journey, including English language learners, migrant students and students that are homeless.

The Plan embraces key values of education in New Hampshire and incorporates targets for growth, proficiency, and graduation rate indicators. This work shifts our system from a strictly proficiency model to a model that emphasizes both student proficiency and growth, recognizing that our emphasis will allow each student to achieve proficiency as we keep them on a path of strong academic growth. The Plan creates both State level proficiency goals as well as goals for individual schools and student subgroups within each school. School level targets are included to help raise expectations for schools already starting above average and to contextualize the expectations for schools starting behind other schools in the state.

In FY 20, Demonstrated Success, LLC provided support and expertise in the areas of data collection, analysis, interpretation, and use in planning for differentiated and targeted instruction based on student needs. Demonstrated Success, LLC facilitated data meetings, provided guidance, and conducted professional development activities with teachers and school/district leaders as they examined and analyzed school, district and state data, conducted root cause analysis and made data driven decisions for school improvement. The Department would like to contract with Demonstrated Success, LLC so that they can continue to provide this assistance to teachers and school/district leaders.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Demonstrated Success, LLC, Rye, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on April 14, 2019 (Item #123) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2021.
2. Amend Section 1.8 by increasing the price limitation from \$186,125.00 to \$390,525.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-1 (Budget).
5. Remove Exhibit C (Special Provisions) and replace with Exhibit A-1 (Special Provisions)
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. This amendment shall commence July 1, 2020 upon Governor and Council approval and shall terminate on June 30, 2021.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: [Signature] 6-4-20
Frank Edelblut, Commissioner of Education Date

Demonstrated Success, LLC
Name of Corporation (Contractor)

By: [Signature] 5-28-20
Michael Schwartz, Sole Proprietor Date

STATE OF _____

County of _____

On this the _____ day of _____, 2020 before me, _____, the undersigned officer, personally appeared Michael Schwartz known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 5th day of June, 2020

[Signature]
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1
SPECIAL PROVISIONS

Additional Exhibits D-G

As a single member LLC, with no employees, provisions of form P-37 paragraph 15 (Workers' Compensation) do not apply to this contract.

EXHIBIT B-1

SCOPE OF SERVICES

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective July 1, 2020, upon Governor & Council approval, through June 30, 2021:

Demonstrated Success will help schools leverage data to better understand their gaps, and carry out meaningful changes to improve outcomes for students. They will train educators to use defined protocols, collect and analyze comprehensive data, set goals, and make targeted changes to achieve those goals. They will leverage best practices that have been refined over many decades working with schools.

Demonstrated Success will provide regional workshops (in-person and virtually as needed), individual school support, full day data dive sessions, webinars and on-line resources, a series of state and local assessment workshops and a project evaluation.

Demonstrated Success understands that the tasks and specific work items may be modified per agreement with the project sponsor at the NH Department of Education, but within the overall scope as defined in this contract.

A list of activities and supports that form the foundation of the service delivery are described below.

In addition to the following items, Demonstrated Success will provide the oversight to manage this work. They will plan periodic virtual meetings with the DOE project management (more frequent at the beginning), and quarterly progress reports. Additionally, they will use surveys at the conclusion of all training activities to judge success and, more importantly, identify areas to improve future training and data coach activities.

The following activities can be modified if needed, based upon direction from the Department of Education, within the overall scope of effort.

Project Oversight and DOE Collaboration
- Initial planning work session with DOE leadership team
- Monthly virtual meetings with DOE leadership team
- Bi-Monthly Report of school progress to bureau

Project Communication
- Communicate with each CIA group to review support plan, gain input and develop relationship
- Develop bi-weekly communications to market events and resources

Priority 1: Summer Assessment Planning
- Summer Workshop to Plan for Student Assessment
- Content: Ways to assess students for Fall Instruction (e.g. Interim, Benchmark, NH SAS Fall if offered, Local Assessments)

Priority 2: Understanding Assessment Data - District & School Data Dive (Grades 3-8 and 11)
- Fall Workshop (2 conducts)
- Content: protocols to review your data. Best practices when considering local data, national assessment data, NH SAS and Interim/Benchmark

Priority 3: Interim / Modular Assessment Use

3A: Using the Interim and Modular Assessments
- Review the uses, value and recommended process
- half-days (up to 100 people)
- end of September 2020 (2 sessions)
- February 2021 (2 sessions)

3B: Use of Interim Assessment

Priority 4: Targeted Trainings

4A: Understand & Leverage NH Data
- Review DOE data resources with Associations
- Include five associations (to be determined by DOE)
- Possibly: NH Association of Special Education Administrators, New Hampshire School Councilors Association, NH ESOL Directors, NH Association of School Principals, NH School Boards Association.

4B: Understand & Leverage the NH SAS 3-8 Results
- show AIR, PPlus, iPlatform
- full-days (up to 100 people)
- 1st week of June 2021 (2 sessions)

4C: Understand Leveraging SAT Results (CB Site)
- show CB site, iPlatform
- half-days (up to 100 people)
- end of May 2019 (1 session)

Priority 5: Webinars & Online Resources
-10 Webinars

Priority 6: Data Coach Best Practices Highlights

**EXHIBIT C-1
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget through June 30, 2021)

Project Oversight and DOE Collaboration	\$13,900
Initial planning work session with DOE leadership team (1 day, 2 team members)	
Monthly virtual meetings with DOE leadership team (2 hour meetings, 12 months)	
Bi-Monthly Report of school progress to bureau (6 periods)	
Project Communication	\$14,100
Communicate with each CIA group to review support plan, gain input and develop relationship	
Develop bi-weekly communications to market events and resources	
Priority 1: Summer Assessment Planning - Summer Workshop to Plan for Student Assessment - Content: Ways to assess students for Fall Instruction (e.g. Interim, Benchmark, NH SAS Fall if offered, Local Assessments)	\$19,700
Planning	
5 Trainers	
Handouts and Food (2 sessions)	
Location	
Priority 2: Understanding Assessment Data - District & School Data Dive (Grades 3-8 and 11) - Fall Workshop (2 conducts) - Content: protocols to review your data. Best practices when considering local data, national assessment data, NH SAS and Interim/Benchmark	\$12,600
Planning	
2 trainers per session	
Handouts and Food (6 sessions)	
Facility	
Priority 3: Interim / Modular Assessment Use 3A: Using the Interim and Modular Assessments - Review the uses, value and recommended process - half-days (up to 100 people) - end of September 2020 (2 sessions) - February 2021 (2 sessions)	\$19,200

Contract between Demonstrated Success and the New Hampshire Department of Education

Contractor Initials ML
Date 5-19-20

Planning	
2 trainers per session	
Handouts and Food (6 sessions)	
Facility	
3B: Use of Interim Assessment	\$47,500
Identify Districts / School (20 districts/schools)	
Work with School to Develop Implementation Plan (virtual meetings)	
Customize Presentation for Each District/School	
Present at each District / School	
Develop Quarterly Implementation Reports - 2 quarters	
Buddy Follow-up (Check in quarterly with Schools - 2 quarters)	
Priority 4: Targeted Trainings	
4A: Understand & Leverage NH Data - Review DOE data resources with Associations - Include five associations (to be determined by DOE) - Possibly: NH Association of Special Education Administrators, New Hampshire School Counselors Association, NH ESOL Directors, NH Association of School Principals, NH School Board Association.	\$20,500
Planning	
2 trainers per session	
Handouts and Food (6 sessions)	
4B: Understand & Leverage the NH SAS 3-8 Results - show AIR, PPlus, iPlatform - full-days (up to 100 people) - 1st week of June 2021 (2 sessions)	\$11,400
Planning	
2 trainers per session	
Handouts and Food (6 sessions)	
Facility	
4C: Understand Leveraging SAT Results (CB Site) - show CB site, iPlatform - half-days (up to 100 people) - end of May 2019 (1 session)	\$7,500
Planning	
2 trainers per session	
Handouts and Food (6 sessions)	
Facility	

Contract between Demonstrated Success and the New Hampshire Department of Education

Contractor Initials MA
Date 5-29-10

Priority 5: Webinars & Online Resources -10 Webinars	\$23,000
Monthly Webinars (3 hours 10 webinars)	
Phone and Email Virtual Support (1.25 hr per week)	
On-line Resources Board (3 hrs per Webinar)	
Priority 6: Data Coach Best Practices Highlights	\$15,000
Develop Project Summary with District Data Practice Highlights	
10 District Highlights	
10 Protocol Recommended Templates	
10 Protocol Best Practice Examples	
	\$204,400

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 \$204,400.00

Funding Source: Funds to support this request are available in the account titled Title II-A Prof Develop as follows:

FY 21

06-56-56-562010-25100000-102-500731 Contracts for Program Services \$204,400.00

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:

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

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MA*
Date *5-26-20*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MS
Date 5-28-20

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials ML
Date 5/20/20

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials ML
Date 5-29-20

State of New Hampshire

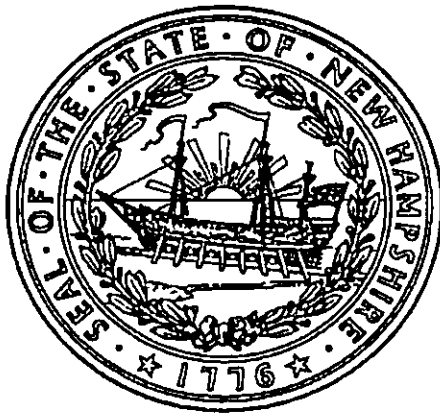
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717760

Certificate Number: 0004923760



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Michael Schwartz, as a Single Member of my Business, Demonstrated Success, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Demonstrated Success, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 29 day of

May, 2020.



Single Member

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, before me, _____ the undersigned Officer, personally appeared Michael Schwartz, who acknowledged himself to be the Single Member of Demonstrated Success, LLC, a Business, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself as Single Member.

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

Notary Public/Justice of the Peace

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2020

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

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

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

COVERAGES **CERTIFICATE NUMBER:** CL206130316 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y			08/10/2019	08/10/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Activities usual and customary to education consulting.

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

CERTIFICATE HOLDER NH Department of Education The State of New Hampshire 101 Pleasant St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

March 20, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to enter into a contract with Demonstrated Success, LLC, Dover, NH (vendor code 204409), in the amount of \$186,125.00, to assist NH schools and districts in their use and analysis of a variety of data. This contract, with an option to renew for one additional fiscal year, will be effective upon the date of Governor & Council approval through June 30, 2020. 100% Federal Funds

Funds to support this request are available in the account titled Assessment-Federal for FY 19 and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY 19</u>
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$37,225.00

	<u>FY 20</u>
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$148,900.00

EXPLANATION

On September 18, 2017, the New Hampshire Department of Education (NH DOE) submitted a final ESSA Consolidated State Plan that was based on feedback from hundreds of citizens from the Granite State over the course of a year and a half. The Plan, which was approved in January, 2018, includes an introductory vision for accountability and support, including a future reporting system designed to establish broader community engagement and success in our education system. The Plan outlines a comprehensive accountability system designed to focus on student growth and academic achievement working toward college and career readiness. Further, as intended by the purpose of the Every Student Succeeds Act (ESSA), the plan provides an overview for how the New Hampshire Department of

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 20, 2019
Page 2

Education (NH DOE) will support some of our most vulnerable students in their journey, including English language learners, migrant students and students that are homeless.

The Plan embraces key values of education in New Hampshire and incorporates targets for growth, proficiency, and graduation rate indicators. This work shifts our system from a strictly proficiency model to a model that emphasizes both student proficiency and growth, recognizing that our emphasis will allow each student to achieve proficiency as we keep them on a path of strong academic growth. The Plan creates both State level proficiency goals as well as goals for individual schools and student subgroups within each school. School level targets are included to help raise expectations for schools already starting above average and to contextualize the expectations for schools starting behind other schools in the state.

A request for proposals was posted on the Department website from December 13, 2018 to January 15, 2019. The Department was seeking to retain the services of Data Analysis Coaches to assist in providing professional development and technical support services to NH schools and districts. Three proposals were received, reviewed and rated (see Attachment A) by an evaluation team consisting of the Administrator for the Bureau of Instructional Support, the Accountability Liaison for the Division of Education Analytics and Resources, the Administrator for the Office of Academics and Professional Learning, and an Administrator in the Division of Educational Analytics and Resources.

The evaluation team recommended Demonstrated Success, LLC for funding. Demonstrated Success, LLC will provide support and expertise in the areas of data collection, analysis, interpretation, and use in planning for differentiated and targeted instruction based on student needs. Demonstrated Success, LLC will facilitate data meetings, provide guidance, and conduct professional development activities with teachers and school/district leaders as they examine and analyze school, district and state data, conduct root cause analysis and make data driven decisions for school improvement.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

Demonstrated Success, LLC

Attachment A

Scoring for review of the Data Analysis Coaches proposals.

Evaluation of Proposals

All proposals were reviewed and rated by an evaluation team appointed by the Director of the Division of Education Analytics and Resources at the Department of Education. The Division Director made the final selection based upon the evaluation team ratings. Each proposal was rated in accordance with the requirements established in the RFP. The maximum number of points for each of the required elements of a proposal is identified in Bid Procedures. Additional points were awarded for elements of added value for the Department that the bidder proposed.

Proposals were reviewed for completeness and eligibility. Ineligible or significantly incomplete proposals were rejected. A review panel evaluated applications according to application requirements. The number of points that could be awarded for each of the proposal elements is shown in parentheses. Each proposal was to include:

- a. (zero to 50 points) a concise abstract of the organization or candidate's experiences that explain the background brought to the role of Coach;
- b. (zero to 35 points) a description of the services provided; and
- c. (zero to 15 points) an itemized budget of cost per hour times the number of hours of contracted service to be provided.

The vendor's ability to develop a concise proposal which responded to all of the elements was considered favorably in rating the proposal.

Scoring Breakout

Component 1	Points	Demonstrated Success	Otis ED	Sugar Maple Consulting
Concise abstract includes appropriate level of documented experiences for the role and demonstrates background knowledge of data, assessment, and accountability.	15	14	8.33	6.33
Documented experience in providing district and school level professional development services.	5	4.66	1.33	1
Documented experience analyzing data from a variety of summative and formative assessments.	5	4.66	0.67	3.33
Demonstrated ability to model best practices for differentiation based on data analysis.	5	4.66	1	2.66

Evidence of thorough knowledge of New Hampshire State Standards for English Language Arts and Mathematics.	5	4.66	0.67	3.33
Evidence of strong data literacy skills, experience in root cause analysis, and ability to disaggregate, interpret, and analyze data.	5	4	1	2.67
Evidence of demonstrated ability to lead and manage small and large groups.	5	5	1	1.67
References, resumes, artifacts reflect a strong level of expertise in state level support.	5	5	4.67	1
Total Score (Possible 50)	50	46.64	18.67	21.99
Component 2	Points	Demonstrated Success	Ofis ED	Sugar Maple Consulting
Strength and appropriateness of proposal to meet the goals of the project: Data Analysis Coaches will help to establish a vision for the use and analysis of data to guide school improvement, provide supports that foster a data-driven culture, guide district and school personnel in the examination and analysis of data, support the on-going cycle of data driven school improvement.	10	9.33	2	4.33
Description of services includes all requirements outlined in the RFP including on-site and virtual trainings, webinars, and ongoing support.	10	10	3	5.33
Evidenced experience collaborating with a Department of Education or other like agency staff, school leaders, and teachers to create partnerships analysis and effective use of data.	3	3	2.33	2
Evidenced experience conducting large scale workshops, webinars, and online and in-person training sessions for school leaders and teachers including the analysis/interpretation of data from a variety of sources.	3	3	1	1

Evidenced experience coaching school/district leaders and teachers in the effective use of data and data analytics to improve student outcomes. Includes accessing data warehouse and systems, harvesting and analyzing data, and presenting findings.	3	2.67	1.33	1
Evidenced experience in the development and training of multi-dimensional data teams designed to sustain data informed school improvement practices.	3	2.67	1.67	1
Evidenced experience providing statewide training and support to educators (schools, district leaders, and teachers) in accessing, analyzing, interpreting, and presenting NH DOE iExplore dashboard and iReport accountability data.	3	2.67	0.33	1
Total Score (Possible 35)	35	33.34	11.66	15.66
Component 3		Demonstrated Success	Otis ED	Sugar Maple Consulting
Itemized budget with cost per hour times the number of hours of contracted service to be provided.	5	2	1.67	5
Budget addresses contract period: March 2019 - June 2020.	5	4.67	5	1.33
Timeline for implementation and delivery of services.	5	5	4.33	0.67
Total Score (Possible 15)	15	11.67	11	7
Total Vendor Score	100	91.65	41.33	44.65
Misc.				
The number of schools or districts covered by proposal		100	6-12	Not Stated* 64 hours total
The number of regions covered by the proposal.		All 5 Regions	Not stated	Not stated
Period covered by proposal.		2 Years	2 Years	64 hours
Number of consultants/personnel included in costs.		7	"Team"	1
Resume(s) included.		Yes	Yes	Yes
References included.		Letters Included	Names Included	None Included
Total Proposal Score:		91.65	41.33	44.65

<p>Summary of Services to Districts/Schools:</p>	<p>Five full data dive workshops held between August and September. 1 day in each of the 5 NH CIA Regions. Each session with approximately 10 school and district teams. Two virtual data dives mid- and end-year. Virtual support throughout the year with 7 consultants. 12 webinars. Phone and email support. Access to online resource repository. Online discussion board (on-going). 3 in-person half-day training sessions (Concord, Keene, North Country multi-district sessions) to review NH SAS assessment results (repeated each year). 2 in-person half-day training sessions (Concord multi-district sessions) to review NH SAS assessment results (repeated each year). Targeted half day sessions (locations as requested) approximately 100 participants in each. Project summary, 10 district high light case studies; 10 protocol best practice examples; 10 protocol recommended templates.</p>	<p>One face to face train the trainer session with 6-12 "pilot" districts.</p>	<p>10 Technical Assistance Engagements. 64 hours of face to face, phone and online support, and email.</p>
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Reviewer Qualifications

Julie C. – Julie C. is the Administrator for the Bureau of Instructional Support. She has been working at the department for 2 ½ years. Julie has 25 years of experience in NH Public Schools serving as a teacher and an administrator. She holds a BS in Elementary Education and a Master's Degree in Educational Leadership.

Melissa V. – Melissa V. is the Accountability Liaison for the Division of Education Analytics and Resources. She has worked at the NH Department of Education for 2 years. Prior to her position

at the Department of Education, Melissa spent 9 years as an elementary school teacher. She taught students in grades K-8. Melissa has also worked as a national Professional Development Trainer and Educational Consultant for the teaching of mathematics for six years. Melissa has a BS in Elementary Education.

Nate G. – Nate G. is the Administrator for the Office of Academics and Professional Learning at the NH Department of Education. At the NH DOE, Nate is specializing in developing and implementing strategic plans to advance science, technology, engineering, and mathematics (STEM) education. Prior to his work with the Department, Nate spent eight years teaching science at the secondary level and three years working as an educational administrator. Nate has a BA in Education, Chemistry, Physics, Geology, and Astronomy; MA in Curriculum Development and Instruction, and an Ed.D. in Educational Leadership.

Sandie M. – Sandie M. is an Administrator in the Division of Educational Analytics and Resources. She currently oversees Education Statistics, Research, Data Management and Analysis, and School Accountability. Prior to her three years at the NH DOE, Sandie spent 25 years in public education. During that time, she served in the roles of Assistant Superintendent; Director of Curriculum, Instruction, Assessment and Professional Development; Principal; Associate Principal; and Middle School Teacher. Sandie has a BS in Business Management; a BS in Accounting; a Master's Degree in Business and Education; a CAGS in Education Leadership; and an Ed.D. in Learning, Leadership, and Community.


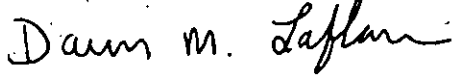
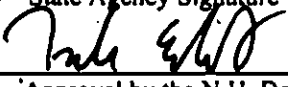

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Demonstrated Success, LLC		1.4 Contractor Address 161 Wallis Road, Rye, NH 03870	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$186,125.00
1.9 Contracting Officer for State Agency Caitlin Davis, Division Director, Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Schwartz, Sole Proprietor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3-20-19</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]		DAWN M. LAFLAM Justice of the Peace State of New Hampshire / Commission Expires March 7, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>3-20-19</u>		1.15 Name and Title of State Agency Signatory <u>Frank Edelheit, Commissioner</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>RICARDO V. SALVA</u> On: <u>APRIL 1, 2019</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

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval through June 30, 2020:

Demonstrated Success will help schools leverage data to better understand their gaps, and carry out meaningful changes to improve outcomes for students. They will train educators to use defined protocols, collect and analyze comprehensive data, set goals, and make targeted changes to achieve those goals. They will leverage best practices that have been refined over many decades working with schools.

Demonstrated Success will provide regional workshops, full day data dive sessions, webinars, on-line resources and discussion board, a series of state and local assessment workshops and a project evaluation.

Demonstrated Success understands that the tasks and specific work items may be modified per agreement with the project sponsor at the NH Department of Education, but within the overall scope as defined in this contract.

A calendar of activities and supports that form the foundation of the service delivery are described below.

In addition to the following items, Demonstrated Success will provide the oversight to manage this work. They will plan on bi-weekly virtual meetings with the DOE project management (more frequent at the beginning), and quarterly progress reports. Additionally, they will use surveys at the conclusion of all training activities to judge success and, more importantly, identify areas to improve future training and data coach activities.

Calendar

The following calendar will be modified if needed, based upon the start date for work as well as the availability of the schools.

<u>Calendar of Activities</u>	
March 2019	<ul style="list-style-type: none"> • Project Management - Work with DOE Staff to Plan work • Develop Materials for Spring 2019 and Fall 2019 support
April 2019	<ul style="list-style-type: none"> • Develop Initial Communication materials to inform schools and CIA group of upcoming support • Contact CIA groups to be placed on agendas for CIA meetings • Review Materials for May SAT Training • Prepare online Resources & Discussion Board

May 2019	<ul style="list-style-type: none"> • Plan with CIA groups for Fall District/School Data Dives • Conduct: State Assessment Series: Understand & Leverage the SAT (Concord - 2 sessions) • Communicate on-line Resources & Discussion Board • Webinar 1 • Review Materials for NH SAS Training • Phone, email and virtual support
June 2019	<ul style="list-style-type: none"> • Continue planning with CIA groups • Begin data analysis for Data Dive Workshops • Conduct: State Assessment Series: Understand & Leverage the NH SAS (Grades 3-8) - Keene, Concord, North Country • Webinar 2 • Phone, email and virtual support • Quarterly report for DOE Leadership
July 2019	<ul style="list-style-type: none"> • Plan for Fall District Data Dives • Continue data analysis for Data Dive Workshops • Analyze Data for Fall District & Schools • Phone, email and virtual support
August 2019	<ul style="list-style-type: none"> • Plan for Fall District Data Dives • Analyze Data for Fall District & Schools • Plan for Fall Webinars • Conduct first District & School Data Dive sessions • Phone, email and virtual support
September 2019	<ul style="list-style-type: none"> • Conduct District & School Data Dive sessions • Publicize Webinars, Online Resources • Webinar 3 • Phone, email and virtual support • Review Materials for PLC Workshop • Quarterly report for DOE Leadership
October 2019	<ul style="list-style-type: none"> • Webinar 4 • Ongoing Connection with Data Dive Districts/Schools • PLC Cycle and Protocols Targeted Workshop (Concord) • Review Materials for iPlatform Workshop • Phone, email and virtual support
November 2019	<ul style="list-style-type: none"> • Webinar 5 • iPlatform Targeted Workshop (Concord - 1st session) • Ongoing Connection with Data Dive Districts/Schools • Phone, email and virtual support
December 2019	<ul style="list-style-type: none"> • Webinar 6 • Review Updated Materials for iPlatform Workshop • Phone, email and virtual support • Quarterly report for DOE Leadership

January 2020	<ul style="list-style-type: none"> • Webinar 7 • iPlatform Targeted Workshop (Concord - 2nd session) • Ongoing Connection with Data Dive Districts/Schools • Review materials for Modular and Benchmark Workshop • Phone, email and virtual support
February 2020	<ul style="list-style-type: none"> • Webinar 8 • NH SAS Modular & Benchmark Assessments Targeted Workshop (Concord) • Ongoing Connection with Data Dive Districts/Schools • Review materials for Local Assessments Workshop • Phone, email and virtual support
March 2020	<ul style="list-style-type: none"> • Webinar 9 • Creating & Leveraging local standards aligned assessments - Targeted Workshop (Concord) • Ongoing Connection with Data Dive Districts/Schools • Review materials for Differentiated Intervention Workshop • Phone, email and virtual support • Quarterly report for DOE Leadership
April 2020	<ul style="list-style-type: none"> • Webinar 10 • Implementing Differentiated Tiered Interventions: ELA (Concord) • Implementing Differentiated Tiered Interventions: Math (Concord) • Ongoing Connection with Data Dive Districts/Schools • Review Materials for May SAT Training • Phone, email and virtual support
May 2020	<ul style="list-style-type: none"> • Conduct: State Assessment Series: Understand & Leverage the SAT (Concord - 2 sessions) • Review Materials for NH SAS Training • Webinar 11 • Phone, email and virtual support
June 2020	<ul style="list-style-type: none"> • Conduct: State Assessment Series: Understand & Leverage the NH SAS (Grades 3-8) - Keene, Concord, North Country • Webinar 12 • Phone, email and virtual support • Quarterly report for DOE Leadership • Data Coach Best Practices Documents

**EXHIBIT B
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses. Invoices will be provided on a bi-monthly (2 month) basis and the total budget will be divided into equal installments for each invoice.

(Budget through June 30, 2020)

Project Oversight and DOE Collaboration	
Initial Planning	\$2,400
Ongoing Weekly Meetings	\$2,700
Ongoing Bi-Weekly Meetings (months 2-16)	\$10,125
Quarterly Reports	\$1,500
Priority 1: District & School Data Dives (Grades 3-8)	
CIA Collaboration	\$3,000
Data Analysis and Planning	\$30,000
Full Day District/School Data Dives (5 Regions)	\$30,000
Materials	\$700
District Data Team Additional Support	\$2,400
Priority 2 & 3: Webinars & Online Resources	
Monthly Webinars (12 webinars)	\$6,000
Phone and Email Virtual Support	\$12,000
Online Resources & Discussion Board	\$12,000
Priority 4: Understand & Leverage the NH SAS grades 3-8 Results (3 sessions, each of two years, Concord, Keene, North Country)	
Planning	\$3,600
Training Sessions (multiple trainers)	\$14,400
Materials	\$3,000
Priority 5: Understand & Leverage SAT College Board Results (2 sessions, each of two years, Concord)	
Planning	\$3,600

2 trainers per session	\$9,600
Handouts and Food (6 sessions)	\$2,000
Targeted Trainings (Assessment Best Practices)	
iPlatform (2 sessions)	\$7,600
PLC Cycle and protocols	\$3,800
NH SAS Modular & Benchmark Assessments	\$3,800
Creating and Leveraging local standards aligned assessments	\$3,800
Implementing Differentiated Tiered Interventions in Response to Data Results (ELA and Math)	\$7,600
District/School Sample Success Practices and Tools	
10 District Highlights	\$6,500
10 Protocol Recommended Templates	\$2,000
10 Protocol Best Practice Examples	\$2,000
Total	\$186,125

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 \$186,125.

Funding Source: Funds to support this request are available in the account titled Assessment-Federal for FY 19, and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY 19</u>	<u>FY 20</u>
06-56-56-562010-25340000-102-500731: Contracts for Program Services	\$37,225.00	\$148,900.00

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

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

Exhibit C

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

Contractor is exempt from providing 15. Workers' Compensation insurance as a sole proprietor with no employees.

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials MA
Date 3.18.19

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MA
Date 3-20-19

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract; grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials MR
Date 3-20-19

Exhibit G**Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality****Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials MA
Date 3.00.19

Exhibit H**Termination****a. Termination for Cause**

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

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

b. Termination for Convenience

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

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

c. The DOE's Right to Proceed with Work

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

Contractor Initials MA
Date 8-20-19

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717760

Certificate Number: 0004399528



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Limited Liability Company this 20th day of March, 2019.


Sole Proprietor

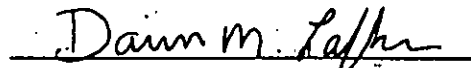
STATE OF New Hampshire

COUNTY OF Merrimack

On this the 20th day of March, 2019, before me, Dawn M. Laflam the.

undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Proprietor of Demonstrated Success, LLC, a Limited Liability Company, and that he, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Proprietor.

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


Notary Public/Justice of the Peace

My Commission expires:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

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

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

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (803) 433-5600 E-MAIL ADDRESS: emma@kaneins.com	FAX (A/C, No): (803) 740-5000
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Co	NAIC # 11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

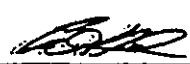
COVERAGES **CERTIFICATE NUMBER:** CL192524695 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				08/10/2018	08/10/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 XCYBR \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Operations usual and customary to education consulting.

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

MICHAEL SCHWARTZ

Education

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

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

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

Professional Background

Demonstrated Success, Rye, NH (2015-present)

Community & School Partners, Rye, NH (2002-present)

New Hampshire Department of Education, Concord, NH

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

- Assisting with development of new Education Information System including NCLB requirements, as well as, teacher and course information.

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

Consultant

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

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

Strategy and Technology Consultant

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.
 - Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
 - Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.

- Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
- Project recovery: brought into fledgling technology development effort to guide a critical business implementation.
- Programs included such activities as managing teams of more than 30, delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

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

Education Technology Representative

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

Other Related Experience

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