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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

May 6, 2013

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

100% Federal Funds

REQUESTED ACTION

1. Authorize the Department of Education to exercise a contract renewal option with New Hampshire Project Learning Tree, Concord, NH (vendor code 158239) to continue Phase II of the Mathematics and Science Partnership Project entitled *Building Vertical Science Literacy Through Environmental Themes and Field Investigations (BVSL 2)* by providing professional development to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations. The original contract was approved by Governor and Council on November 30, 2011, item # 76 which included a two (2) year renewal option subject to the contractor's acceptable performance, and was first renewed on September 19, 2012, item # 94. This contract will be in effect from the date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$100,000.00. Funding for this request is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified. Source of funds is 100% Federal Funds.

Account Number 06-56-56-562010-32790000-102-500731  
Department of Education, Math and Science Partnership

FY14  
\$100,000.00

EXPLANATION

This request reflects a funding increase of \$25,000.00 from \$75,000.00 to \$100,000.00 which will allow the professional development capacity to be expanded. The project will now extend its grade level work into the upper grades and will increase its participant number from 30 to 50. It will include teachers from and impact students in grades K-12.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

The New Hampshire State Department of Education (the Department) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are

awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

The Department of Education would like to contract again with NH Project Learning Tree (NHPLT) in order to continue managing the *Building Vertical Science Literacy 2* project which is a furtherance of the MSP grant it received in 2007. Through this year's grant, NHPLT has been able to train over 30 science teachers across 10 Nashua schools (all labeled as DINI/SINI) as well as the Governor-Wentworth district in Wolfeboro to integrate the vertical scope and sequence into their curriculum for grades K-8 to achieve science literacy as envisioned in the NH Frameworks for Science Literacy. These training sessions have been supported by five (5) prominent national environmental curriculum programs: Project Learning Tree, Project WET, Project WILD, Project Home and the GLOBE Program. With this final renewal of their contract, NHPLT will increase its capacity by including grades K-12, adding 20 teachers to the cohort, and implementing professional development training for the upper grades through the Institute for Nature-Based Learning.

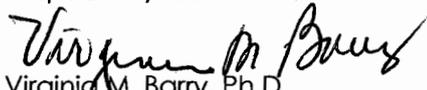
Evaluation is happening both formatively and summatively in this MSP project. A key formative assessment tool that NHPLT uses to keep track of teachers' concerns in making change in the classroom is through the use of a "Stages of Concern Questionnaire" from the *Concerns Based Adoption Model (CBAM)* toolbox. This is a nationally recognized tool for effectively gauging teachers' readiness for making change and is administered multiple times throughout the life of the project. By using this tool, the project directors are able to better see what concerns they need to address at each session as well as understand that participants have different concerns. Other formative and summative evaluation tools being used are individual session evaluations, personal reflections in science notebooks, content tests, pre and post surveys, and focus group interviews. Dave Chase of PEER Associates, Inc. (<http://www.peerassociates.net/Pages/index>) is conducting NHPLT's external evaluation and is helping to analyze the evaluation pieces. Preliminary evidence of the effectiveness of this project was included in the last renewal in a document entitled "*Evaluation Components*."

This current project is designed for grades K-12 and is intended to be a sustainable instructional model. The goal has been to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations. Participating teacher-leaders will receive intensive training and ongoing support from the five prominent national environmental curriculum programs. At each of the grade levels they will be guided through a process of identifying meaningful inquiry science experiences around three major themes common to most schools for teaching science: ecosystems and habitats, water and watersheds, and atmosphere, weather and climate. To ensure the sustainability of the project's impact, participants attending year three's project will include additional 10 teachers from Nashua School District and Governor-Wentworth District in Wolfeboro, and will expand to include 10 teachers from the upper grades. The project's finished product will include a grade-level approach to addressing science that allows for skills and content knowledge to be built as students' progress from elementary to high school.

NH Project Learning Tree will meet all federal reporting requirements.

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

Respectfully submitted,

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

VMB:jr  
attachments

Subject: Mathematics and Science Partnership Project

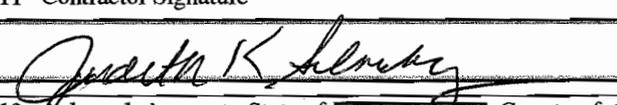
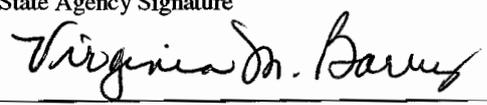
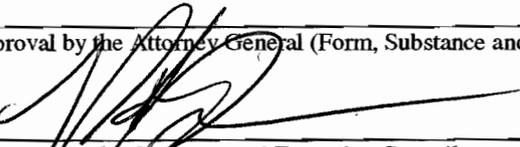
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>NH Project Learning Tree</u>		1.4 Contractor Address <u>54 Portsmouth Street, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603-226-0160</u>	1.6 Account Number <u>10-32790000-102-500731</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$100,000</u>
1.9 Contracting Officer for State Agency <u>Scott J. Mantie, PhD, Administrator</u>		1.10 State Agency Telephone Number <u>603-271-3844</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Judith Silverberg, Education Coordinator</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/26/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARTHA BOOTH</u> ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires September 19, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D. Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/31/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *AKS*  
Date *9/26/13*

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials JW  
Date 11/26/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## Exhibit A Scope of Services

NH Project Learning Tree will provide the following services to the NH Department of Education for the period of July 1, 2013 (or the date of Governor and Council approval, if later) until June 30, 2014 (Year Three) as part of a three year project:

- Contractor will train, advise and support 40 science teachers from grades K-8 in the Nashua School District (NSD) and Governor Wentworth School District (GWSD) to integrate inquiry based field investigations and environmental themed science content into the district's science curriculum, while increasing their own science content knowledge and skills related to ecological literacy and field investigations. Up to an additional 10 middle and high school level teachers shall be trained through the Institute for Nature-Based Learning, an 11 day professional development program specifically designed for the upper grades.
- Contractor will build the capacity of participating schools to transform their teaching practices such that they build vertical science literacy (as envisioned in the NH Frameworks for Science Literacy) for all students in grades K-8 through environmental topics and field investigations.
- Contractor will create and identify core common science experiences for students in grades K-8 that allow for skills and content knowledge to be built as students progress from elementary to middle school within the Nashua School District and the Governor Wentworth School District.
- Contractor will advise and support these teachers as they use *Scope and Sequence for Science Literacy* to reorient science teaching at their schools. This publication identifies key activities and protocols which will allow for the vertical integration of the science frameworks within a school and district and will be updated using the Next Generation of Science Standards.
- Contractor will deepen the understanding of 40 additional teachers in NSD and GWSD regarding the value of scientific field investigations, long-term data and environmental literacy principles in meeting state and national academic standards and in raising student interest in Science, Technology, Engineering and Mathematics.
- Contractor will host an intensive residential summer session in late June to allow teachers to experience the process of gaining science literacy through environmental themes and field investigations. This year's workshop will focus on ecosystems and habitats and will include scientific content knowledge, NH data sets, collection and analysis skills, and the process for implementing field investigation as outlined in the scope and sequence for science literacy and based on the grade spans used in the *NH Science Literacy Frameworks*.
- Contractor will maintain ongoing communication with teachers through electronic communication, school visits and other activities.
- Contractor will coordinate all activities with Geoff Wilson (Plymouth State University) and the NH Education and Environment Team, whose members include NH Department of Environmental Services (Project WET) NH Fish and Game Department (Projects HOME and WILD), the GLOBE program of North Country Educational Services, and the USDA Forest Service (Conservation Education Program).
- Contractor will work with teachers to develop and distribute supporting science literature to schools in order to provide opportunities for reading in content areas that focus on concepts identified in the Common Core.
- Contractor will submit quarterly activity reports and financial invoices in a timely manner.

Contractor Initials   
Date 4/26/13

- Contractor will meet with Department staff as needed/requested.
- Contractor will inform Department of all scheduled project activities in advance in order for Project Manager to attend activities as often as possible.
- Contractor will attend (at least) one US DOE Regional Mathematics and Science Partnership Conference per year as long as project is funded.
- Contractor will complete the US DOE Annual Performance Reporting form online at annual intervals and at completion of project.
- Contractor will provide copies of all project materials to the Department.

Contractor Initials

Date

AK  
1/16/13

**Exhibit B  
Budget**

<b>Expenditure Line Items</b>	<b>FY 14 July 1 2013 – Jun 30, 2014</b>
Salaries and wages (directly related to services)	20,000
Employee Benefits	4000
Instate travel	749
Out of state travel	2,400
Materials and supplies	12,500
Consultants and contracts	13,944
Teacher stipends and substitute reimbursements	12,000
Equipment	0
Other (facilities & equipment rental, printing, etc.)	27,000
<b>Subtotal</b>	<b>92,593</b>
Indirect cost (8% of direct cost only)	7,407
<b>Project Total</b>	<b>100,000</b>

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$100,000.

**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:

Jiffi Rainie, MSP Program Specialist  
Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials JK  
Date 7/26/13

**Exhibit C**

No modifications, additions or deletions are needed to the General Provisions Form P-37.

Contractor Initials PK  
Date 1/24/13

# 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 NEW HAMPSHIRE PROJECT LEARNING TREE is a New Hampshire nonprofit corporation formed September 18, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sarah Smith, Secretary of NH Project Learning Tree, do hereby certify that:

1. I maintain and have custody of and am familiar with the minute books of the association;
2. I am authorized issue certificates with respect to the contents of such books.
3. The following is a true and complete copy of the resolution adopted by the executive committee of the board of directors of the association at a meeting of the executive committee on April 25, 2013, which meeting was held in accordance with the law of state of incorporation and the by-laws of the association;
4. The foregoing resolution is in full force and effect, unamended, as of the date hereof and
5. The following persons lawfully occupy the offices indicated below:  
Steven Whitley, Chairperson  
Richard Roy, Vice Chairperson  
Sarah Smith, Secretary  
Shaun Lagueux, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of this association on this 26 day of April 2013.

  
Sarah Smith, Secretary

STATE OF NEW HAMPSHIRE

COUNTY OF

On 4/26 2013, before me, the above officer personally appeared being the person identified in the foregoing certificate, known to me to be the Secretary/Clerk of the association identified in the foregoing certificate and acknowledge that she/he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal

  
Notary Public



**RESOLUTION**

Be it resolved that the Executive Committee of the Board of Directors authorizes Judith K. Silverberg Coordinator of NH Project Learning Tree to sign all agreements required to execute a contract with the New Hampshire Department of Education.

Be it further resolved that the Coordinator is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.

Sarah Shea Smith  
Sarah Smith, Secretary

4/26/13  
Date

STATE OF NEW HAMPSHIRE

COUNTY OF

On 4/26 2013, before me, the above officer personally appeared being the person identified in the foregoing certificate, known to me to be the Secretary/Clerk of the association identified in the foregoing certificate and acknowledge that she/he executed the foregoing certificate.

In witness where of I hereunto set my hand and official seal

Martha Booth  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2013

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

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

<b>PRODUCER</b> <b>E &amp; S Insurance Services LLC</b> 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C, No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NH Project Learning Tree 54 Portsmouth Street Concord NH 03301-5022	<b>INSURER A:</b> Great American Ins Group	
	<b>INSURER B:</b> Hartford Casualty Insurance Co 29424	
	<b>INSURER C:</b> Hartford Fire Insurance Co 00914	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 2012-2013      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			MAC5835433-10	9/9/2012	9/9/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
A	AUTOMOBILE LIABILITY			MAC5835433-10	9/9/2012	9/9/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS							BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS								PROPERTY DAMAGE (Per accident) \$	
									\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DED	RETENTION \$					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECRH1480	7/4/2013	7/4/2014	WC STATUTORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A						E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 100,000	
									E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

<b>CERTIFICATE HOLDER</b> (603) 271-7381  NH Department of Education Attn: Jennifer Rainie Londgran Building 101 Pleasant Street, Room 325 Concord, NH 03301	<b>CANCELLATION</b> 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  Pat Mack/PAT
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L-29113-13



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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1963  
Citizens Services Line 1-800-338-9900

FOR INFORMATION ONLY  
G & C Letter # \_\_\_\_\_  
G & C Date 9-19-12  
APPROVED:  
Page # \_\_\_\_\_  
Item # \_\_\_\_\_

July 6, 2012

**GIC Approved 9/19/12  
Item 94**

His Excellency Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education to exercise a retroactive contract renewal option with New Hampshire Project Learning Tree, Concord, NH (vendor code 158239) to continue Phase II of the Mathematics and Science Partnership Project entitled *Building Vertical Science Literacy Through Environmental Themes and Field Investigations (BVSL 2)* by providing professional development to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations. The original contract was approved by Governor and Council on November 30, 2011, item # 76 which included a two (2) year renewal option subject to the contractor's acceptable performance. This contract will be in effect from July 1, 2012 through June 30, 2013 in an amount not to exceed \$75,000.00. Funding for this request is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified. Source of funds is 100% Federal Funds.

Account Number 06-56-56-562010-32790000-102-500731  
Department of Education, Math and Science Partnership

FY13  
\$75,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one (1) additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

This retroactive request is due to the fact that the contract renewal was submitted near fiscal year-end and its progression was temporarily delayed. The contract was ultimately signed, but additional documents were requested. Once returned, the requested documents were added and the subsequent revisions were made.

In January of 2002, the No Child Left Behind Act of 2001 became law. Title II, Part B of this legislation authorizes a Mathematics and Science Partnership competitive grant program. The intent of this program is to encourage institutions of higher education, local school districts, elementary schools, and secondary schools to participate in professional development activities that increase the subject matter knowledge and teaching skills of mathematics and science teachers. Professional development activities must be sustained, intensive, classroom focused, and aligned with state and local standards and mathematics and science curricula. These activities must result in a demonstrable and measurable improvement in student academic achievement in mathematics and science.

Core partners in these grants must include mathematics, science or engineering departments from institutions of higher education, including community colleges. Partnerships of higher education, K-12 districts, and other stakeholders will draw upon the strong content expertise of the science, mathematics and engineering faculty from institutions of higher education to develop professional development activities that will effect improvements in student outcomes by providing K-12 teachers with strong mathematics and/or science content knowledge.

1827 133145

The New Hampshire State Department of Education (the Department) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program are awarded by the Department to support successful proposals submitted by partnerships involving departments of mathematics, science, or engineering at New Hampshire institutions of higher education and high-need school districts; the partnership may be supplemented by nonprofit organizations that will provide programs and resources to improve mathematics and science instruction.

The Department of Education would like to contract again with NH Project Learning Tree (NHPLT) in order to continue managing the Building Vertical Science Literacy 2 project which is a furtherance of the MSP grant it received in 2007. Through this year's grant, NHPLT has been able to train over 30 science teachers across 10 Nashua schools (all labeled as DINI/SINI) as well as the Governor-Wentworth district in Wolfeboro to integrate the vertical scope and sequence into their curriculum for grades 3-8 to achieve science literacy as envisioned in the NH Frameworks for Science Literacy. These training sessions have been supported by five (5) prominent national environmental curriculum programs: Project Learning Tree, Project WET, Project WILD, Project Home and the GLOBE Program.

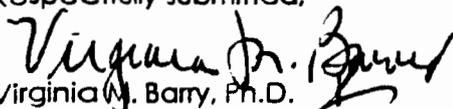
Evaluation is happening both formatively and summatively in this MSP project. A key formative assessment tool that NHPLT uses to keep track of teachers' concerns in making change in the classroom is through the use of a "Stages of Concern Questionnaire" from the Concerns Based Adoption Model (CBAM) toolbox. This is a nationally recognized tool for effectively gauging teachers' readiness for making change and is administered multiple times throughout the life of the project. By using this tool, the project directors are able to better see what concerns they need to address at each session as well as understand that participants have different concerns. Other formative and summative evaluation tools being used are individual session evaluations, personal reflections in science notebooks, content tests, pre and post surveys, and focus group interviews. Dave Chase of PEER Associates, Inc. (<http://www.peerassociates.net/Pages/index>) is conducting NHPLT's external evaluation and is helping to analyze the evaluation pieces. Preliminary evidence of the effectiveness of this project is included in the attached document entitled "Evaluation Components."

This current project is designed for grades 3-8 and is intended to be a sustainable instructional model. The goal has been to build the capacity of participating schools to transform their teaching practices such that they achieve genuine science literacy for all students through environmental topics and field investigations. Participating teacher-leaders will receive intensive training and ongoing support from the five prominent national environmental curriculum programs. At each of the grade levels they will be guided through a process of identifying meaningful inquiry science experiences around three major themes common to most schools for teaching science: ecosystems and habitats, water and watersheds, and atmosphere, weather and climate. To ensure the sustainability of the project's impact, participants attending year two's project will include additional Nashua School District teachers and will expand to include 10-12 teachers from the Governor-Wentworth district in Wolfeboro. The project's finished product will include a grade-level approach to addressing science that allows for skills and content knowledge to be built as students' progress from elementary to middle school.

NH Project Learning Tree will meet all federal reporting requirements.

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

Respectfully submitted,

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

VMB:jr  
attachments

Subject:

Mathematics and Science Partnership Project

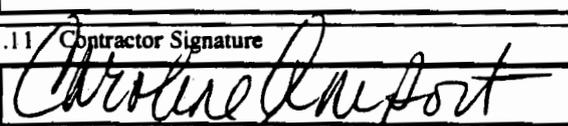
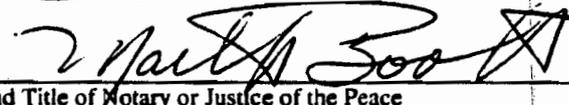
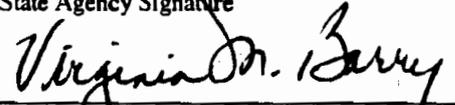
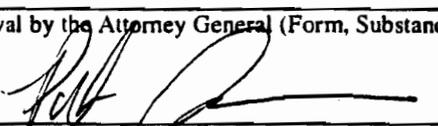
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name NH Project Learning Tree		1.4 Contractor Address 54 Portsmouth Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-0160	1.6 Account Number 10-32790000-102-500731	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$ 75,000
1.9 Contracting Officer for State Agency Virginia Barry, Commissioner		1.10 State Agency Telephone Number 603-271-3142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Caroline Amport, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/8/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace MARTHA BOOTH, Notary Public My Commission Expires October 3, 2012			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D. Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 8/22/12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			