

N 58

SEP 21 2015

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

September 21, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Education, Division of Program Support to enter into a contract with Demonstrated Success (DS), Rye, NH (Vendor code 267483) to assist the Department in three areas: 1) oversight of the expansion of the Initiative for School Empowerment and Excellence (i4see) system and the PerformancePLUS (P+) system used by schools to improve instruction, 2) implementation of the Statewide Longitudinal Data System Initiatives, and 3) help facilitate the collection and exchange of data for the state-wide student assessment, in the amount of \$269,390, for the period effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Longitudinal Data Grant:

	FY 2016
06-56-56-563510-61560000-102-500731 – Contracts for Program Services	\$269,390

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

EXPLANATION

Demonstrated Success, LLC will assist the DOE with meeting the requirements defined in our ESEA Flexibility Waiver assist the DOE in meeting the initiatives defined in our Federal grant for a State Longitudinal Data System. Additionally, Demonstrated Success, LLC will assist the Department to implement required reporting for our Performance Assessments of Competency Education (PACE). This work is critical to the collection and reporting of the state assessment program. Aligned with the DOE vision, the work of Demonstrated Success, LLC, will also assist classroom teachers and educators to

target instruction for students in an effort to improve readiness for college and careers. Finally, Demonstrate Success, LLC, will provide support for legislative requests.

In 2007, the Department contracted with SunGard/PerformancePLUS to provide software that is available to all educators and enables districts and schools to analyze state and local assessment data in conjunction with student demographics, enrollment and academic data. Schools can also develop and administer local assessments as well as import data from national assessments administered. The new Smarter Balanced Statewide assessment results will be reported through the Performance PLUS tool. Educators will have access to this data. Demonstrated Success will help to design and implement changes to the PerformancePLUS tool, work with stakeholders in the design, and provide training on the data and reports available in the tool.

In 2012, the Department received a Statewide Longitudinal Data System (SLDS) grant to develop a data system that would be used to help improve instruction of all students in NH. DS has significant background in the development of these systems and will take a lead role in implementing the requirements of the grant.

Integral to the SLDS and the PerformancePLUS tool is the data collection system, Initiative for School Empowerment and Excellence (i4see). DS will work with Department staff on the design of enhancements and expansion to include competency based education data. This will improve the quality of the assessment data and student demographics stored in PerformancePLUS and the SLDS.

The Request for Proposal (RFP) was advertised in the Union Leader June 1, 2015 through June 3, 2015, and posted on the DOE website from May 29, 2015 June 15, 2015. The Department received 3 responses to the RFP (see Attachment A). Department staff members Irene Koffink, Joe Pipinias and Tim Carney, who are knowledgeable about the services needed, scored the proposals. Interviews were also conducted with all 3 of the companies submitting a proposal. DS received the highest total score and proposed the lowest hourly rate. Staff members of DS have worked with the Department on several initiatives and understand the work and systems used by the Department. DS will be able to provide immediate support with little training required.

Should 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

Attachment A

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council

Department of Education
Demonstrated Success, Rye, NH

PROPOSAL REVIEW SCORE SHEET

Vendor	Reviewer 1	Reviewer 2	Reviewer 3	Total	Average Score	Average Hourly Rate
Demonstrated Success	95	95	86	272	90.6	\$109
Otis Educational Systems	86	78	76	240	80	\$306
Focal Point K12	85	81	81	247	82.3	\$118

100 points

Proposals were reviewed for completeness and eligibility. A review panel evaluated applications according to application requirements. The number of points awarded for each of the proposal elements is shown in parentheses.

- a. (zero to 45 points) a concise abstract of your experiences that explain the background you would bring to this role
- b. (zero to 30 points) a description of the services that you could provide to meet the goals of this RFP
- c. (zero to 25 points) an itemized budget.

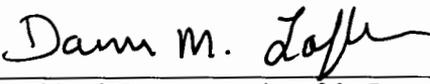
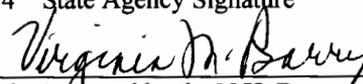
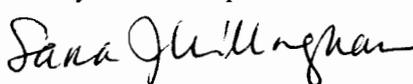
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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, 2016	1.8 Price Limitation \$269,390
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D., Commissioner		1.10 State Agency Telephone Number 603-271-3142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael F. Schwartz, Member	
1.13 Acknowledgement: State of NH , County of Merrimack On 9-21-15 , 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 My Commission Expires March 20, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 9/22/15			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/23/15			
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.

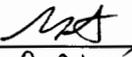
24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

Beginning with Governor and Council approval through June 30, 2016, Demonstrated Success will assist the Department with multiple initiatives. Demonstrated Success will subcontract with several individuals to complete the following activities:

1. Oversight of the expansion of the Initiative for School Empowerment and Excellence (i4see) system used to collect student level data for public education students and the PerformancePLUS (P+) system used by schools to improve instruction
 - i. The Vendor will work with Department staff on the design of the PerformancePLUS system expansion to include additional student data around competency based education and other data required for research initiatives.
 - ii. The Vendor will provide expertise into the current i4see system used at the DOE to collect data. The Vendor will provide expertise in understanding the national trends in student level data collection. The contractor understands the NH educational reform agenda. The Vendor will combine this expertise to give guidance to the NH DOE staff to expand the i4see system.
 - iii. The Vendor will work with Department staff on the continued roll-out of Performance PLUS.
 - iv. The Vendor will work with schools, data coaches and DOE programmers to improve the data quality of the assessment data and student demographics stored in the PerformancePLUS system.
 - v. The Vendor will work to develop a framework for PACE competencies in PerformancePLUS.
 - vi. The Vendor will work with Department leadership to provide expertise and guidance in prioritizing data systems and data system efforts at the Department. This may include technology efforts that intersect with the i4see work. Example efforts include:
 - i. the 21st century after school program
 - ii. Career and Technical Education
 - iii. Special Education
 - iv. English Language Learners
 - v. Food and Nutrition
 - vi. State Scholars Initiative
 - vii. District Report Card and School District Profile
 - viii. State and Federal Reporting (e.g. NEI-REL, State Legislature, etc.)
 - ix. Other requests as they are identified.
2. Implementation of Statewide Longitudinal Data System (SLDS) activities:
 - i. The Vendor will provide design expertise with the SLDS development of data systems.
 - ii. The Vendor will assist with project management and the completion of SLDS deliverables.
 - iii. The Vendor will create presentations and training materials to share SLDS functionality within New Hampshire and nationally.

Contractor Initials 
Date 9-21-15

Contract: Demonstrated Success, LLC

- iv. The Vendor will assist in trainings at schools, on webinars and at national conferences, including development of presentation and workshop materials.
- v. The Vendor will provide expertise regarding state legislation as it relates to data collection and use.

3. Help facilitate the collection and exchange of data for the state-wide student assessment.

- i. The Vendor will work with the Bureau of Assessment and Accountability and selected vendors to facilitate the collection and exchange of data for the state-wide assessments including Smarter Balanced Assessment Consortium (SBAC), New England Comprehensive Program (NECAP Science) and Dynamic Learning Maps (DLM).
- ii. The Vendor will provide guidance to assist with the creation of the state accountability report card, reporting of student results through the PerformancePLUS tool.
- iii. The Vendor will assist with the collection and exchange of data for the SBAC interim assessments.

Staff will be expected to attend meetings at the NH Department of Education in Concord.

This agreement consists of the following documents: Exhibits A, B, and C, which are incorporated herein by reference as if fully set for the herein.

Contractor Initials RS
Date 9.21.13

Contract: Demonstrated Success, LLC

EXHIBIT B

Demonstrated Success will subcontract with several individuals to complete the requirements of the contract. DS has submitted the following tables identifying the cost breakdown by role and the number of hours for each area of service to be provided:

Cost breakdown by role:

Role	Hourly Rate
Project Management and Content Expertise	\$156
Program Design and Enhancements	\$94
System Implementation and PACE Framework Training	\$66
Administrative Project Support and Training Support	\$28

Average Hourly Rate = \$108.72

Services to be Provided	Hours	Cost
Program Management and Support	700	\$76,108
System Implementation	550	\$59,799
Enhancement Design	1050	\$114,164
Training	177	\$19,319
Total	2477	\$269,390

Limitation on Price:

FY 2016 \$269,390

This contract, effective upon Governor and Council approval through June 30, 2016, will not exceed \$269,390.

Funds will come from the following account:

06-56-56-563510-61560000-102-500731

Method of Payment:

Payment to be made on the basis of bi-weekly or monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract as stated in Exhibit A. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

Judith Fillion, Director
Division of Program Support
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials MS
Date 9.21.15

Contract: Demonstrated Success, LLC

EXHIBIT C

Vendor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials MS
Date 9.21.15

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 filed on November 18, 2014, effective December 1, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of June, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael F. Schwartz, as sole member of my business, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of Demonstrated Success, LLC.

In witness, whereof, I have set my hand as the sole owner of the business this 21st day of September, 2015.



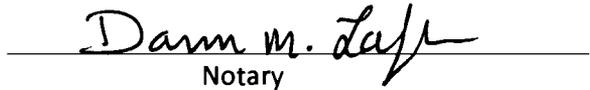
Michael F. Schwartz, Member

State of New Hampshire

County of Merrimack

On 9-21-15, 2015, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledge that he executed the foregoing certificate.

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



Notary

Dawn M. LAFLAM, Justice of the Peace
My Commission Expires March 20, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2015

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

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

PRODUCER KANE INSURANCE 242 STATE STREET PORTSMOUTH, NH 03801	CONTACT NAME: CHAD HANCOCK PHONE (A/C, No, Ext): 603-433-5600 E-MAIL ADDRESS: CHAD@KANEINS.COM	FAX (A/C, No): 603-433-0007
	INSURER(S) AFFORDING COVERAGE	
INSURED DEMONSTRATED SUCCESS LLC 161 WALLIS RD RYE, NH 03870	INSURER A : THE HARTFORD	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				8/10/2015	8/10/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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						<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 EDUCATIONAL CONSULTING.**

CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE FAX: 603-271-8709	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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CERTIFICATE OF PERSONAL AUTO INSURANCE - TRUST

This certificate is issued for informational purposes only. It certifies that the policy listed in this document has been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policy. Alteration of this certificate does not change the terms, exclusions or conditions of such policy. Coverage is subject to the provisions of the policy, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception.

Named Insured(s) and Address: (Grantor of the Trust)		MICHAEL F. SCHWARTZ AND	
Producer: N/A			
Insurer Name: AMICA			
Policy Number:			
Policy Effective Date: JUNE 24, 2015		Policy Expiration Date: JUNE 24, 2016	
Name Of Trust:			
Name(s) and Address(es) of Trustee(s):		POTTER-SCHWARTZ FAMILY REVOCABLE TRUST OF 2013	
Description of Vehicle(s) Owned By the Trust: 2014 VOLKSWAGEN PASSAT TDI			
Liability Coverage Limits Of Liability			
Split Limits:			
Bodily Injury:		Property Damage:	
\$ 100,000	each person	\$ 100,000	each accident
\$ 300,000	each accident		
OR			
Combined Single Limit:		\$	each accident
The vehicle(s) described in this Certificate, if owned by the trust indicated above, are insured for automobile liability coverage under the policy indicated in this Certificate. If this policy is terminated, notice will also be mailed to the Trustee(s) shown in this Certificate. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay termination of the policy.			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.			
Certificate Holder:		Date:	
Authorized Representative: 			

Michael F. Schwartz

Education

University of New Hampshire, Durham, NH, ABD
Currently enrolled Leadership and Policy PhD Program

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

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

Professional Experience

'01 - present

Consultant

New Hampshire Department of Education, Concord, NH

- 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.

'00 - '02

Consultant

Massachusetts Department of Education, Malden, MA

- 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.

'89 - '99

Management Consultant

Accenture, Atlanta, GA and Boston, MA

- 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.
 - Working in team environments: led many technology programs, focusing on high quality results, project success, and delivery of significant value to our clients and our firm. 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.

'86 – '88

Cooperative Program

IBM Advanced Education Systems, Atlanta, GA

- 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 literacy programs for prison inmates.

Other Related Experience

2005 to present

Member, Rye School Board

2004 to 2011

Member, Foundation for Seacoast Health

2004 to 2005

Leadership for New Hampshire

2001 to 2013

Rye Education Foundation – Board Member / Grants Committee

2001 to 2004

Board Chair and Member, A Safe Place

1992 to 2013

Additional Involvement: Public Policy Committee, Daycare Board, Political Campaigns, several other boards and many additional fundraising events.

Technology Experience

Software Development

- All aspects of development from design to programming; from database development to training
- Cobol, C, and other languages; SQL and database knowledge
- Web development, Project Management tools

KAREN MATSO

EDUCATION EXPERIENCE

DATA COLLECTION AND DATA USE TRAINER New Hampshire Department of Education, Concord, NH -Train educators in P+ and NH Networks tools -Facilitate data and strategic planning meetings	5/09-6/11 and 11/12- Present
EDUCATIONAL CONSULTANT Southeastern Regional, Educational Service Center (SERESC), Bedford NH -Develop and analyze Needs Assessment Surveys -Present to teams on Common Core Transition -Facilitate school-based teamwork on Common Core -Develop Common Core transition plans with administrative teams	11/12-8/14
EDUCATIONAL CONSULTANT Public Consulting Group (PCG), Portsmouth, NH -Deliver full-day Literacy Common Core Workshops	03/14-10/14
RTI COORDINATOR York Schools, York Maine -Train staff to use Pearson Inform student data tool -Facilitate grade level PLC's -Analyze district wide data -Develop protocols for RTI all levels -Facilitate RTI leadership teams	7/10-6/12
ADOLESCENT LITERACY SPECIALIST Kittery Schools, Kittery, ME -Trained staff in methods to integrate literacy instruction into content areas -Trained staff to access and interpret student data -Conducted school-wide assessment of reading and writing skills -Provided 1-1 and small group instruction to Middle and High School students	9/05-6/09
PRIVATE CONSULTANT Exeter Speech Language and Education Associates, Exeter, NH -Conducted formal and informal literacy assessments for students, ages 8-17 -Provided diagnostic instruction in reading and writing skills -Provided instruction in reasoning and meta-cognition	11/04-8/05
ENTREPRENEUR Homeschool Ed-Venture, Kittery, ME - Researched market and networked to build clientele -Developed and distributed marketing materials -Designed and taught yearlong curriculum for High School students -Designed and taught short literacy courses to students ages 11-17	9/02-8/05 (over)

SPECIAL EDUCATION TEACHER

- Designed and implement curriculum for special needs students.
- Facilitated team meetings for Individual Education Plans.
- Performed educational assessments.
- Supervised assistants.

Mast Way School, Lee, NH

8/99-11/01

Barrington Elementary School, Barrington, NH

8/97-6/99

Mary McDowell Center for Learning, Brooklyn, NY

9/96-8/97

REGULAR EDUCATION TEACHER

- Compton Unified School District, Compton, CA
- Taught bilingual third grade in East Los Angeles.

9/91 - 6/93

SOCIAL WORK EXPERIENCE**SOCIAL WORKER**

Big Sisters, New York, NY

9/95 - 5/96

- Provided individual and group therapy in school setting.

The Legal Aid Society, Brooklyn, NY

9/94 - 9/95

- Provided case management and therapeutic services for adolescents and children involved in delinquency and neglect cases.

SPECIALIZED TRAINING

Pearson Inform Student Assessment System

Present

Performance Plus Student Assessment System

5/09-6/11

HONORS

Teach For America, Los Angeles, CA.

9/91-6/93

EDUCATION

University of Southern Maine, Portland Maine
 Certification Advanced Studies Educational Leadership

Present

MS. Ed., Bank Street College. New York, NY. Special Ed. Concentration

5/97

MSW., Columbia University, New York, NY

5/97

Teaching Credential, California State University, Dominguez Hills;
 Licensed to teach in the States of N.H. and ME

9/93

BA., Colgate University, Hamilton, NY. English Major, Peace Studies Minor

5/91

Kevin J. Scott

EDUCATION

- 2014 Master's Degree in Computer Science, University of Montana, Missoula, MT, Thesis Field: Bioinformatics, Mentor: Dr. Raiford
- 2006 Bachelor of Science in Computer Science, University of Montana, Missoula, MT
- 2001 Associates Degree of Applied Sciences, University of Montana, Missoula, MT

WORK EXPERIENCE

2012-Present, HUPP Information Technology

Software Engineer, Database Development, Lead Engineer

Responsibilities include creating custom applications and database development using Visual Studio and SQL Server for various Department of Education Government agencies.

- 1.) Major responsibilities include web development in VB for Web applications using visual studio 2010, 2012, and 2013.
- 2.) Database development using SQL Server 2012.
- 3.) Report Development using Microsoft Business Intelligence Objects.
- 4.) Working with Teams foundation server and SharePoint sites for project management and source control. Also utilized various Agile Scrum development techniques for rapid software development.
- 5.) I helped create the MSEIS (Montana State Educator Information System) web application. When I first started the project was about ¼ complete. It's now complete, and in production. I am currently working on a similar system for the Arizona and New Hampshire Departments of Education.
- 6.) I helped develop an SSO (Single Sign on System) for the state of Montana. This sign on portal system allows users to sign into multiple other systems through a single login system. I've added the ability to integrate with Active Directory to authenticate if needed. This product is complete and in production.
- 7.) I helped create a TEAMS (Terms of Employment, Accreditation, and Master Schedule) web based software system for the State of Montana Department of Education. The system is used to track OPI school employees, School Accreditation standings, and school schedule information to ensure compliance with Montana State Law. I created the system from scratch and the first part of the system is in production.
- 8.) I'm working on an Educator Evaluation system for the Department of Education in New Hampshire. The system is being developed with state of the art engineering techniques which include Microsoft Entity Framework combined with LINQ to provide reliable and secure data access.

2011-2012, Montana Mapping and GPS, Missoula, MT

Lead Engineer, Database Development, & Software Engineer

- 1.) Major responsibilities include setup and creating windows server active directory environment.
- 2.) Setup and create LAMP server environments.
- 3.) Create virtual servers for web and windows needs.

- 4.) Create RAID data network system for managing data, and backups.
- 5.) Software engineering in PHP for LAMP servers.
- 6.) Web development, automating payment API integration, and automated shipping API integration.

2005-2011, Allegiance Benefit Plan Management, Missoula, MT

Database Administrator & Software Engineer

- 1.) Major responsibilities include primary database administrator, software administrator, software engineering (mostly in C# .net, and SQL server), and database report programmer (Microsoft SSRS and Crystal Reports).
- 2.) I was project manager and lead developer for Allegiance and StarPoint Brother Companies. I recently upgraded their case management and utilization management system to a new product (Wisdom to Acuity). This includes effectively writing imports (eligibility, groups, overages, providers, ...), extracts, data conversions, new reports, as well as many new and improved processes and procedures increasing efficiency (ie. automatic dynamic reporting features that generate crystal reports in a variety of formats -word, excel, pdf) through extensive project testing and programming. I all also work closely with our nursing staff and the 3rd party vender who supplied the new Acuity Software system.
- 3.) I created a Marketing Client Tracking System that is responsible for importing emails from outlook, saving notes, attachments, setting up quarterly, weekly, monthly, and onetime reminders as well as other tracking functions. The software is extensive and keeps track of information for our marketing, flex, and accounting departments and supplies customer service inter-departmental communication. It also includes automated processes, change, and deletion logging, Additional benefits include outlook add-ins that migrate data to and from the application as well as a dynamic reporting feature. The software has an advanced security element that can apply security to any of the modules when needed. Additional reporting is built-in using Microsoft Report Viewer 2010 and xml generated excel reports.
- 4.) Additional details and other projects upon request.

2004-2005, University of Montana, Computer Science Department, Missoula, MT

Teaching Assistant for Microsoft Office and Visual Basic

Duties include effective and efficient assistance in computer programs, teaching and facilitating labs, and individual assistance.

2004, Direct Connect, Missoula, MT

Software Developer

Job responsibilities include developing web software for the University of Montana Center Game Room.

2001-2005, Professional Property Management, Missoula, MT

Maintenance Supervisor

Duties included general construction, building maintenance, basic engineering, and exceptional customer service.

TECHNICAL SKILLS

Languages: VB.NET, C#, C, C++, Java, Microsoft, .Net (Web, Windows, WPF), XAML, XML, LINQ, Java Script, JQUERY, HTML, PHP, PERL, SQL, ACCESS, HTML, CSS, Flash, BAT, Macros, Enterprise Manager, Query analyzers, Query profiler, DTS, Crystal Reports, Microsoft Reporting

services, Crystal Xcelsius, Python, ASP.Net, Visual Cold Fusion, SQL (Views, Triggers, Automated Jobs and Tasks, Database Extracts), Visual Studio (2008 - 2013), SQL Management Studio and Server (2008 – 2014), Active Directory, and Net Beans, eclipse.

Software: CMS, Microsoft: (Word, Access, Excel, Power Point, Visio, Visual Studio.NET), Macromedia: (Dream weaver, Flash, Fireworks, Contribute), Cold Fusion

Database: SQL Server, MySQL, SQLite, Flat File Systems, Oracle, others...

Operating Systems: DOS, Windows, LINUX, basic Apple, basic Unix

VOLUNTEER EXPERIENCE

- * International Order of Odd Fellows
- * Habitat for Humanity
- * Special Olympics
- * Parent Teachers Association
- * Montana State Science Fair
- * Coach Little League

REFERENCES

Stephen Saunders, Supervisor at Allegiance Benefit Plan Mgmt.

Contact Info: Phone: (406)-721-2222 E-mail: ssaunders@abpmtpa.com

Professional Property Management, Pam-Supervisor, Missoula, MT

Contact Info: (406)-721-8990

Dr. Joel Henry, Computer Science Professor for the University of Montana

Contact Info: Phone: (406)-243-2218, E-Mail: henryj@cs.umt.edu

Jack Claussen, 523 E Towne Ave, Glendive, MT 59330

Contact Info: (406)941-0244

Meghan W. Summers

SUMMARY OF SKILLS

- ❖ Works cohesively with a team, as well as independently
- ❖ Extremely organized, attentive to detail, with excellent time management skills
- ❖ Highly committed, hardworking and initiative
- ❖ Strong writing and oral communication skills

EDUCATION

University of New Hampshire Durham, NH
-Major in Recreational Management and Policy. Minor in Business; Business Administration
Expected Graduation: December 2015

WORK EXPERIENCE

May 2014-August 2014 Four Seasons Hotel Boston, MA
Banquets/Food & Beverage Summer Intern

- ❖ Trained in all facets of the hotel operations.
- ❖ Designed and developed new restaurant and banquet menu covers
- ❖ Researched and presented new design concept for hotel restaurant to Executive Committee. Provided design oversight and implementation of approved project.
- ❖ Gained expertise and skills in numerous software programs including Excel, OpenTable, Birchstreet, Avero

September 2013- December 2013 Greater Portsmouth Chamber of Commerce Portsmouth, NH
Event Committee - Internship

- ❖ Scheduled events, organized appointments and schedules for staff
- ❖ Worked with event committee to plan corporate events serving membership of approximately 1,000
- ❖ Coordinated, categorized and created descriptions for items/services to be included in Chamber's annual fundraising auction event.
- ❖ Contacted and coordinated with restaurant managers to organize Chamber's annual Restaurant Week.

May 2013-August 2013 Twigs and Sprigs Concord, MA
Floral Assistant

- ❖ Arranged floral displays for weddings, social parties and corporate events.
- ❖ Attended to clients' needs, while managing delivery and set-up for special events.

July 2008- present Prime Party Acton, MA
Founder and Operator

- Successfully founded a party assistance business for local families and area businesses.
- ❖ Managed and supervised three part-time employees.
 - ❖ Actively promoted and marketed business; created strong word-of-mouth referrals and customer satisfaction.
 - ❖ Provided free labor to several worthwhile non-profit fundraiser events

INTERESTS AND SERVICE EXPERIENCE

- ❖ Community Service: Relay for Life (3 consecutive years), Seacoast Food Pantry, CPR certified