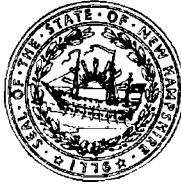


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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul K. 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

April 11, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a contract with Creative Educational Consulting, LLC, Hollis, NH (vendor code 210265) in an amount not to exceed \$160,000.00 to provide technical assistance to districts regarding the implementation of the New Hampshire Preschool Outcome Measurement System, effective July 1, 2016 or upon Governor & Council approval, whichever is later, through June 30, 2018. 100% Federal Funds.

Funding is available in the account titled Special Education – Preschool as follows:

	<u>FY'17</u>	<u>FY'18</u>
06-56-56-562510-21840000-102-500731	\$80,000.00	\$80,000.00
Contracts for Program Services		

EXPLANATION

The Bureau of Special Education is legislatively mandated to provide technical assistance based on the following:

RSA 186-C:3-a III ~ the department shall provide technical assistance and information to the school districts so that the districts may effectively and efficiently identify, clarify and address responsibilities under State and Federal special education laws. Whenever technical assistance of a specialized nature, beyond that available in the Department, is required, the department shall assume a leadership role in identifying sources of such assistance in other state agencies, the federal government, volunteer services or the private sector.

34 CFR 300.704 (b)(4)(i) Other State level activities: for support and direct services, including technical assistance, personnel preparation, and professional development and training.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 11, 2016
Page – 2 -

The purpose of this contract is to work in conjunction with the NH Department of Education, Bureau of Special Education to implement the Preschool Outcome Measurement System (POMS), as described in Indicator 7 of the New Hampshire State Performance Plan for Special Education (SPP). All States are required to measure outcomes for preschoolers with disabilities by the US Department of Education Office of Special Education Programs through the Individuals with Disabilities Education Act (IDEA).

Indicator 7: Percent of preschool children aged 3 through 5 with IEPs who demonstrate improved:

- A. Positive social-emotional skills (including social relationships);
- B. Acquisition and use of knowledge and skills (including early language/communication and early literacy); and
- C. Use of appropriate behaviors to meet their needs.

A Request for Proposals (RFP) "Preschool Outcome Measurement System: Technical Assistance and Data Supports" was advertised in the Manchester Union Leader, November 11th, 12th, and 13th, 2015, and posted to the New Hampshire Department of Education website.

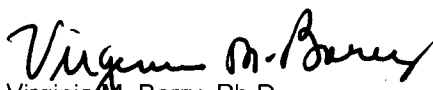
One (1) proposal was received by the deadline of December 7, 2015: Creative Educational Consulting, LLC. A review committee consisting of Ruth Littlefield, Education Consultant, Bureau of Special Education, Bridget Brown, Education Consultant, Bureau of Special Education and Christina MacDonald, Education Consultant, Bureau of Special Education reviewed the proposal and recommend a contract with Creative Educational Consulting, LLC (see Attachment A.)

The Department of Education would like to contract with Creative Educational Consulting, LLC due to a successful history of providing technical assistance to New Hampshire school districts regarding preschool outcome data and Individualized Education Program (IEP) development. Districts continue to require support with conducting authentic assessments, collecting and reporting timely and accurate data, developing effective and compliant IEPs and understanding how to use data to improve programs and results for preschool children with disabilities. Creative Educational Consulting, LLC has established relationships with the publishers of the web-based tools that are used for assessment and data collection. These relationships allow clarifying terminology and problem-solving challenges with the publishers to benefit New Hampshire. Creative Educational Consulting, LLC has assisted the Bureau of Special Education in their work around various projects and programs including: supported data reporting and the development of improvement activities for the State Performance Plan and Annual Performance Report for Special Education; editing and revising new language for the New Hampshire Rules for the Education of Children with Disabilities.

This contract will be evaluated by the Department through monthly monitoring of the services provided. In addition, the vendor will submit reports to the Department on their progress in meeting the objectives of this contract.

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

Respectfully submitted,


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

Scoring Rubric
Preschool Outcome Measurement System:
Technical Assistance and Data Supports

Request for Proposals # RFP #SPED-2015-7

Tuesday, January 12, 2016

Applicant's name: Creative Educational Consulting

Criteria from RFP	Possible Score	Christina MacDonald	Bridget Brown	Ruth Littlefield	Average Score
10.1 Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements (1.0) including a description of their work experience and educational background in providing technical assistance and support for program improvement in educational settings. This will include a review of the letter of interest, letters of recommendation and resume. (40 pts.)	40 points	37	40	38	38
<p>Comments:</p> <p>Letter of Intent – Is specific about the work she does (lots of experience) - in alignment with the RFP.</p> <p>Resume – Is specific to the RFP – her work ethic, experience and professional development activities demonstrate her capacity to do this work.</p> <p>Level of positivity in ability to work with the field. She is a highly valued resource – accessible and responsive.</p> <p>No letter of recommendation from a district that uses AEPsi.</p> <p>Resume, letter of intent and references did not speak to data analysis and skills with Excel.</p>					

Scoring Rubric
Preschool Outcome Measurement System:
Technical Assistance and Data Supports

Criteria from RFP	Possible Score	Christina MacDonald	Bridget Brown	Ruth Littlefield	Average Score
<p>10.2 Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided (1.0) as evidenced through the documentation submitted, including any products that may demonstrate your level of expertise and experience.</p> <p>10.2.1 Technical Skill, including, but not limited to, facilitation, collaboration, presentations, report writing, and product development (30 pts.);</p>	30 points	24	28	28	27
<p>Comments:</p> <p>Documents and presentations (product development) are very strong. She has a clear understanding of the technical workings of systems.</p> <p>Evidence of high attention to detail around data submission. Although, not clear which products were hers vs. created by another entity. All graphs were summary graphs, not analysis.</p> <p>The evidence regarding technical assistance and professional development did not explicitly address data quality, data use or authentic assessment.</p>					

Criteria from RFP	Possible Score	Christina MacDonald	Bridget Brown	Ruth Littlefield	Average Score
10.2.2 Content Knowledge, including but not limited, to State and federal laws, SPP/APR, policy and procedures, NH Preschool Outcome Measurement System and other areas of specialized knowledge that supports the accomplishment of the Services to be Provided (30 pts.).	30 points	30	30	30	30
Comments: She has been the POMS TA coordinator in the past and has been very successful. She has a clear understanding of the POMS procedure.					
TOTAL SCORE					95

The review team members recommend this applicant for funding. yes no

Ruth Littlefield *Ruth Littlefield*
Bridget Brown *Bridget Brown*
Christina MacDonald *Christina MacDonald*

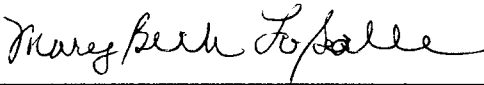
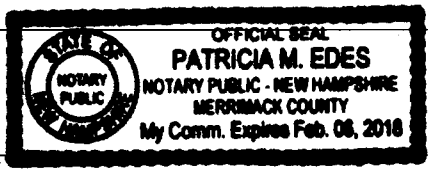
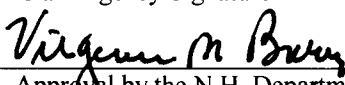

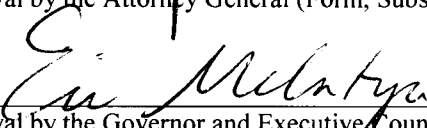
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Creative Educational Consulting, LLC Mary Beth LaSalle		1.4 Contractor Address 192 Wheeler Road Hollis, New Hampshire 03049	
1.5 Contractor Phone Number 603-465-2672	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$160,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Beth LaSalle - CEO, LLC SOLE OWNER - MEMBER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4-4-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Patricia M. Edes</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia M. Edes, Notary</u>			
1.14 State Agency Signature  Date: <u>5-27-16</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Deputy Director, On: <u>5/27/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/27/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials JKB
Date 4/1/16

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.

Contractor Initials mbj
Date 4/4/16

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.

Contractor Initials msr
Date 1/4/16

Exhibit A

SCOPE OF SERVICES

Creative Educational Consulting, LLC will provide the following services to the New Hampshire Department of Education, Bureau of Special Education from July 1, 2016, or date of Governor and Council approval, whichever is later, through June 30, 2018:

Priority 1: Support the Bureau with **data collection and analysis** for federal reporting for Indicator 7: Preschool Outcomes in the NH Special Education State Performance Plan (SPP) and Annual Performance Report (APR).

Priority 2: Provide **technical assistance** to districts regarding the implementation of the NH Preschool Outcome Measurement System, specifically with respect to: the web-based data systems for each of the assessment tools used in NH; authentic assessment; and the development of measurable annual goals for preschool children with disabilities.

Priority 3: Coordinate with the NH Preschool Technical Assistance Network (PTAN), the Race2K initiative and with the national organizations such as the Early Childhood Technical Assistance Center (ECTA) and the Center for IDEA Early Childhood Data Systems to identify and meet needs relative to the Preschool Outcome Measurement System (POMS).

- Assist the Bureau of Special Education with activities designed to support the development and implementation of the Preschool Outcome Measurement System, Indicator 7 in the State Performance Plan (SPP) and Annual Performance Report (APR);
- Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines for the implementation of preschool outcome measurement system and IEP development, review and revision;
- Provide technical assistance to school districts regarding data quality, data analysis, and data verification;
- Provide technical assistance to school districts regarding the utilization of data for program improvement purposes, to demonstrate child progress, and to inform IEP progress;
- Provide technical assistance to school districts regarding authentic assessment;
- Design, schedule and implement presentations assigned for school district personnel, and parent groups as applicable (i.e. IEP Measureable Annual Goals; POMS Data Use for Program Improvement, etc.);
- Produce, in conjunction with Bureau staff, preschool special education technical assistance documents for statewide dissemination;
- Create documents used in technical assistance activities and submit to the Bureau Administrator prior to dissemination. All documents created shall be the property of the Bureau of Special Education;
- Participate in national workgroup meetings and conferences related to POMS;
- Participate in Bureau department meetings periodically to share information as required;
- Attend other assigned meetings that support the Bureau of Special Education initiatives.

Initial DF/L
Date 4/1/16

Exhibit B

Budget

Budget (through June 30, 2018)

Account number: 06-56-56-562510-21840000-102-500731

	FY'17	FY'18
Professional services as outlined in Exhibit A (\$65.00 per hour) (to include travel time)	\$78,000.00	\$78,000.00
Travel ~ Participation in national workgroups/conferences related to Preschool Outcomes Measurement System	\$2,000.00	\$2,000.00
Total	\$80,000.00	\$80,000.00

Limitation on Price: Upon mutual agreement between the State contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$80,000.00 annually.

Method of Payment:

Payment will be made on the basis of monthly invoices that are received by the 10th of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract.

Barbara Dauphinais, Program Specialist
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Initial JD
Date 4/4/16

Exhibit C

mb
5/26/16

Authorize the Department of Education to amend Section 14.1.1 ~~general~~ Professional liability insurance from \$1,000,000 per occurrence to \$500,000.

Contractor will carry appropriate levels of personal automobile insurance during the term of the contract, per the coverall levels set forth in the attached auto insurance declaration page.

Initial *mb*
Date 9/9/16

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 Creative Educational Consulting, LLC is a New Hampshire limited liability company formed on September 9, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(For a Sole Proprietor, LLC)

I, Mary Beth LaSalle, as sole owner of my business, Creative Educational Consulting, LLC, certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business, Creative Educational Consulting, LLC, this 4th of April, 2016.

Mary Beth LaSalle
Sole Owner

State of New Hampshire _____

County of Merrimack

On April 4, 2016, 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 acknowledged that she/he executed the foregoing certificate.

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

Patricia M. Edes
Justice of the Peace/Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
5/2/2016

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 Steeby Insurance Agency 3 Mund Ct, Suite B PO Box 1807 Merrimack NH 03054-1807 INSURED Creative Educational Consulting, LLC [REDACTED]	CONTACT Cassidy Lungo PHONE (800) 258-1776 FAX (603) 428-1043 EMAIL clungo@nutemangroup.com ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER Allied World Assurance Co. INSURER INSURER INSURER INSURER INSURER
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COVERAGES **CERTIFICATE NUMBER: 2016 E&O** **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.

INSURANCE CLASSIFICATION	TYPE OF INSURANCE	AGENCY	POLICY NUMBER	INSURER	POLICY PERIOD	LIMITS
COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE OCCUR					FACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EXCLUDED) \$ MED EXP (ANY ONE PERSON) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND \$ OTHER \$
AUTOMOBILE LIABILITY	ANY AUTO ALL OWNED AUTOS HIRD AUTOS	SCHEDULED AUTOS NON OWNED AUTOS				COVERED SINGLE LIMIT (EX ACCIDENT) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
UMBRELLA LIAB	EXCESS LIAB	OCCUR CLAIMS-MADE				FACH OCCURRENCE \$ AGGREGATE \$ SELF RETENTION \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ANY OCCUPATIONAL EMPLOYER	Y/N				PER STATUTE OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - LIFE MAXIMUM \$ EL DISEASE - POLICY LIMIT \$
A Professional Liability			03073577		3/3/2016 3/3/2017	PER POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, "ACCIDENT" Excluded Items: [REDACTED]

CERTIFICATE HOLDER New Hampshire Dept. of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cassidy Lungo
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**Farm
Family**

Casualty Insurance Company
Charleston, New York

SERVICE CENTER
P. O. BOX 10787
SPRINGFIELD, MISSOURI 65808-0787
(417) 877-5409 • www.farmfamily.com

FARM FAMILY CASUALTY INSURANCE COMPANY

POLICY NUMBER

POLICY TERM
12-05-15 TO 12-05-18
AND SUBSEQUENT RENEWALS.

THIS FAMILY AUTOMOBILE RENEWAL DECLARATION

REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND
ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.

METHOD OF PAYMENT: EASY PAY PLAN - 0435954

NAMED INSURED AND ADDRESS

RATING ADDRESS:

AGENT: 2506F-P 1-55#
ANDREW JELLIE
59 MAIN ST
CHARLESTOWN NH 03803-4911

FOR CUSTOMER SERVICE:
603-826-4830

DESCRIPTION OF INSURED PROPERTY

RATED	VEH DR DESCRIPTION	ID NUMBER	TYPE
1 2	2014 JEE GRAND CHEROKE		AUTO

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	14 JEE GRAND CHER
BODILY INJURY LIABILITY	\$155.00
LIMIT PER PERSON/OCCURRENCE	300,000/500,000
PROPERTY DAMAGE LIABILITY	\$177.00
LIMIT PER OCCURRENCE	100,000
MEDICAL PAYMENTS	\$19.00
LIMIT PER PERSON	5,000
UNINSURED MOTORIST	\$51.00
LIMIT PER PERSON/ACCIDENT	300,000/500,000
COMPREHENSIVE	\$91.00
DEDUCTIBLE	100
ADDED COVERAGE ENDORSEMENT	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000
COLLISION	\$228.00
DEDUCTIBLE	500
ADDED COVERAGE ENDORSEMENT	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED
LIMIT PER DAY/AGGREGATE	25/750
TOTAL	\$721.00

	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	
TOTAL PREMIUMS	\$721.00	\$0.00	\$0.00	\$721.00	ANDREW JELLIE AUTHORIZED REPRESENTATIVE
DATE PRINTED	10/06/15	THIS IS NOT A BILL. SEE BILLING NOTICE FOR AMOUNT DUE.			SEE DECLARATION SECTIONS II & III FOR ADDITIONAL INFORMATION. SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

DECLARATIONS, SECTION II PAGE 1

POLICY TERM: 12-05-15 TO 12-05-16

VEH. DR. # RATING INFORMATION

1 2 DRIVER IS YEARS OLD, MILEAGE IS 7,500 OR GREATER, BUSINESS USE

VEH. DR. # OPERATOR INFORMATION

ACCDT/CONV/INEXP

1	1	OCCASIONAL	0	0	0
1	2	PRINCIPAL	0	0	0

VEH. POLICY DISCOUNTS

1 AUTO-HOME; COMP CLM FREE; FARM BUREAU; PASV RST;

VEH. THIS POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

1	#SA2302	10-14	NH AUTO AMENDATORY
1	SA2476	07-12	CUSTOMIZED EQUIPMENT
1	SA405NH	07-07	NH AUTO POLICY
1	SA768	01-06	ADDL INT END INTERESTED PARTY

LOSS PAYEE(S)/ADDITIONAL INTEREST(S)

VEHICLE: 1	VEHICLE: 1
CHRYSLER CAPITAL	CREATIVE EDUCATIONAL CONSULTIN
PO BOX 961272	
FORT WORTH TX 76161-0272	
LOSS PAYEE	INTERESTED PARTY

IMPORTANT POLICY INFORMATION

#FM606 0614 #FM158 1105 #FM160 1105 #X3078 1208



Professional Liability Insurance with Employment Practices Liability Coverage



Allied World Assurance Company (US) Inc
Allied World National Assurance Company

Policy Number:

THIS IS A CLAIMS-MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMIT OF LIABILITY UNDER INSURING AGREEMENT I(A). HOWEVER, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS UNDER INSURING AGREEMENT I(B) WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

THIS POLICY ONLY PROVIDES COVERAGE IF THE NAMED INSURED QUALIFIES AS A "CLAIMS-FREE ACCOUNT," AS DEFINED IN SECTION III. DEFINITIONS OF THE POLICY.

Item 1. Name and Mailing Address of Named Insured:

Creative Educational Consulting, LLC

Item 2. Policy Period:

(a) Inception Date: March 3, 2016

(b) Expiration Date: March 3, 2017

At 12:01AM Standard Time at the Mailing Address Shown Above

Item 3. Limits of Liability:

- | | | |
|-----|-----------|--|
| (a) | \$500,000 | PL Limit of Liability - Insurer's Maximum Limit of Liability for all Loss from each Claim under Insuring Agreement I(A). |
| (b) | \$500,000 | PL Limit of Liability - Insurer's Maximum Limit of Liability for all Loss from all Claims under Insuring Agreement I(A). |
| (c) | N/A | EPL Limit of Liability - Insurer's Maximum Limit of Liability for all Loss and Defense Expenses from each Claim under Insuring Agreement I(B). |
| (d) | N/A | EPL Limit of Liability - Insurer's Maximum Limit of Liability for all Loss and Defense Expenses from all Claims under Insuring Agreement I(B). |
| (e) | \$250,000 | Insurer's maximum Limit of Liability for all punitive, exemplary and multiplied damages, each Claim and in the aggregate for all Claims, under Insuring Agreement I(A). Subject to the per Claim and aggregate Limits of Liability set forth in Items 3(a) and (b) above. |
| (f) | N/A | Insurer's maximum Limit of Liability for all punitive, exemplary and multiplied damages, each Claim and in the aggregate for all Claims, under Insuring Agreement I(B). Subject to the per Claim and aggregate Limits of Liability set forth in Items 3.(c) and (d) above. |
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Item 4. Retentions:

- (a) \$1,000 each and every Claim under Insuring Agreement I(A);
(b) N/A each and every Claim under Insuring Agreement I(B).
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Item 5. Insured's Profession:

Education Advisory
Management Consultant (Non-Medical)

Item 6. Notices Required to be Given to the Insurer Must Be Addressed to:

1690 New Britain Ave., Suite 101
Farmington, CT 06032

Item 7. Premium:

Total Premium: \$660.00

Item 8. Retroactive Date (if applicable):

- (a) March 03, 2010 for Insuring Agreement I(A);
(b) N/A for Insuring Agreement I(B).
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Item 9. Extended Reporting Period:

12 Months for an Additional Premium of 100% of the Premium set forth in Item 7.
36 Months for an Additional Premium of 150% of the Premium set forth in Item 7.

Item 10. Endorsements Attached at Issuance:

1. SVC 00010 00 DSI (10/2012) Service Of Suit
 2. v1881 (01/2007) Delete Insuring Agreement B - Employment Practices Liability
 3. v1895 (01/2007) Financial And Investment Advice Endorsement
 4. v1907 (01/2007) Defense Within the Limits, Insuring Agreement I(A)
-

THIS POLICY CONSISTS OF THESE DECLARATIONS, THE POLICY FORM, THE APPLICATION AND ALL ENDORSEMENTS, AND REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE INSURED RELATING TO THIS INSURANCE.

Creative Educational Consulting, LLC

Mary Beth LaSalle

192 Wheeler Road - Hollis, New Hampshire 03049

603-465-2672 - mbi@tds.net

QUALIFICATIONS SUMMARY

- Experienced, highly motivated, well organized, results driven individual with an ability to interface with diverse groups to effect positive changes and outcomes.
- Comprehensive knowledge of local, state and federal special education laws.
- Knowledge of local, state and alternative assessment.
- Experience with IEP, IFSP development.
- Working knowledge of RTI development and implementation.
- Experience with procedure development, presentations, consultation, coaching and mentoring.
- Knowledge of preschool through high school priorities and initiatives.
- Extensive knowledge of Preschool Outcomes Measurement, Indicator 7 and work with the State Performance Plan (SPP) and Annual Performance Report (APR).
- Ability to work with various organizations and agencies in order to coordinate supports, services and transitions.
- Ability to see the big picture and how decisions made today impact tomorrow.
- 40+ years in the educational field as a teacher, administrator and consultant.

PROFESSIONAL EXPERIENCE

PTAN – SERESC

2011-Present

Region 2 (Lakes) and Region 6 (Monadnock) Facilitator

- Facilitate Lakes and Monadnock Regional meetings for Preschool providers encompassing initiatives set forth by the NHDC
- Determine needs and interests of the Lakes and Monadnock Regions unique to the area as well as in relation to the state as a whole.
- Provide information to the Lakes and Monadnock Regions regarding NHDOE initiatives, changes in current practices, and enhancements to programming.
- Disseminate information to the Lakes and Monadnock Regions as appropriate in order to keep the area aware of current practices, opportunities for professional development and changes.
- Collaborated on New PS Coordinators and Special Education Directors Orientation Project conducted by PTAN Facilitators.

Creative Educational Consulting, LLC

2009-Present

Owner/Consultant

- Developed and presented workshops/trainings on a variety of Special Education topics to professional and Para-professional staff
- Worked on scheduling difficulties to enable more efficiency for staff and better programming opportunities for students
- Provided team building activities to school districts to achieve positive outcomes for staff, administration and in turn, students
- Devised data collection tools which are usable and efficient in the school setting
- Provided consultative services for schools regarding difficult to reach students
- Provided training to school districts relating to alternatively placed students and court involved student

- **New Hampshire Department of Education** **2008-Present**
Technical Assistance Consultant
- Worked on Indicator 7 through Preschool Outcomes Measurement process, collecting and analyzing data.
- Provided support to SAU's regarding Preschool Outcome Measurements to ensure accurate reporting data.
- Coordinated and organized Roundtable discussions and staff training with publishers of POM's tools.
- Provided trainings to school districts, DOC, alternative schools and PTAN Regions in the area of Measurable Goals and Objectives; Students with Emotional Difficulties; and POMs information.
- Participated in working sessions for POMs next steps in NH with PTAN and ECO.
- Participated in LRE discussion and guidelines for NH Preschool population
- Researched "*Developmental Delay*" definition of various states and worked on NH definition.
- Worked on class-size guidelines for preschool population and language in the NH Rules.
- Provided technical assistance to districts as a result of complaint decisions and as directed by NHDOE consultants.
- Researched complaint processes in all states and worked on Complaint Manual for public information in NH.
- Worked on corrections and new language to NH Rules for rulemaking session.
- Worked on Catastrophic Aid requests from school districts.
- "Consultant on Call" at Department of Education.
- POMS Technical Assistance Consultant at NHDOE.

Rivier (College) University - Adjunct Professor – Undergraduate Special Education **2009-2010**

SAU #28, Windham, NH **1989-2008**
Special Education District Coordinator

- Assistant to Special Education Director providing support to Preschool – High School teams
- Out of District Coordinator
- ESY Coordinator

SAU#28, Windham, NH **1978-1989**
Special Education Teacher

PRODUCT DEVELOPMENT

- Speech/Language Impairment Guidelines
- Autism Spectrum Disorder Guidelines
- NLD Guidelines
- Discipline Procedures for Identified Students
- Instructional Assistant Handbook
- Accessing the General Curriculum Manual
- LEA Policies and Procedures Manual for School Districts

COMMITTEE WORK

- Systems Change
- SCANS
- Goals 2000
- Beyond Access
- SEE Change
- NH BOLD
- Special Education Diagnostic Manual

INSERVICE PRESENTATIONS TO PARA & PROFESSIONAL STAFF

- Including ALL Students
- Students with Behavioral Challenges
- Fostering Independence in Children with Disabilities
- Writing Measurable Goals & Objectives

- Special Education Process
- Executive Functioning Disorder
- PLAAFP
- Written Prior Notice

EDUCATION

- 1977 - Masters of Science - College of New Rochelle Special Education - Learning Disabilities
- 1974 - Bachelor of Science - College of White Plains of Pace University Elementary Education N-6