

TV 56



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

June 6, 2014

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

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement to exercise a renewal option of a contract with GEM Consulting, Hollis, NH (vendor code 204409), in an amount not to exceed \$80,000.00, originally approved by Governor and Council on July 10, 2013, Item #90, to develop systems and programs to analyze state assessment and other Division of Educational Improvement data. This contract will be in effect from July 2, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2015. 100% Federal Funds

Funding is available in the account entitled State Assessment Program as follows:

	<u>FY15</u>
06-56-56-562010-64220000-102-500731 Contracts for Program Services	\$80,000.00

EXPLANATION

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve.

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In addition, the assessment results must be reported to students, parents, teachers, administrators, school board members, and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

The Department of Education would like to renew the contract with GEM Consulting in order to allow Ms. Heiter to continue her work in analyzing assessment data and assisting the NH Assessment group in creating additional reports as requested. She has become a key member of the NH Assessment group. Her diverse skill set, database experience and knowledge have been a valuable asset to the Department. She has surpassed the expectations of the job, and we would be pleased to be able to continue this contract.

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

Respectfully submitted,



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

VB:SM:emr

Subject: Technical Assistance in Analysis of State Assessment Data FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH State Department of Education, Bureau of Accountability</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Lauren Heiter d/b/a GEM Consulting</u>		1.4 Contractor Address <u>20 Arbor Lane, Hollis, NH 03049</u>	
1.5 Contractor Phone Number <u>603-465-3392</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$80,000.00</u>
1.9 Contracting Officer for State Agency <u>Scott J. Mantie, PhD, Administrator, Bureau of Accountability</u>		1.10 State Agency Telephone Number <u>603-271-3844</u>	
1.11 Contractor Signature <u>Lauren Heiter</u>		1.12 Name and Title of Contractor Signatory <u>Lauren Heiter, the sole proprietor</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/6/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Patricia T. Butler</u> [Seal]		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia T. Butler, Notary Public</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph. D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara J. Millington</u> Director, On: <u>6/11/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/13/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

Contractor Initials PH
Date 6-10-14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

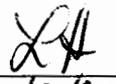
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 0-6-14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

GEM Consulting will provide the following services to the New Hampshire Department of Education from July 2, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2015:

- Document business rules for NH Adequacy Reports
- Consult with the Department with respect to gathering and aggregating data from multiple sources for the development of NH Adequacy Reports
- Consult with the Department with respect to assisting the Department in the running and QC of NH Adequacy Reports
- Analyze assessment data and create procedures and reports in response to the needs of the NH Assessment team
- Report assessment and accountability data to the field and for internal use in multiple formats
- Manipulate data in collaboration with the Data Management Team in order to fulfill federal reporting requirements
- Create business rules for current and future reporting needs
- Work with both Data Management and Assessment in assuring the validity of data in the data warehouse
- Be available for Assessment Team and Data Management Meetings
- Participate in Bureau and Department meetings periodically to share information as required.

REPORTING

Ms. Heiter, the sole proprietor of GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.



Contractor
Initials

6-6-14
Date

EXHIBIT B

Budget

Budget (through June 30, 2015)

Professional services (\$70.00 per hour) not to exceed \$80,000.00	<u>FY 15</u>
06-56-56-562010-64220000-102-500731	\$80,000.00

Method of Payment: Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Scott J. Mantie, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301



Contractor
Initials

6-6-14
Date

EXHIBIT C

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached MetLife Auto & Home Insurance Agency policy.

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 RH
Contractor
Initials

 6-6-14
Date

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Lauren Heiter, as a Sole Owner of my Business, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 6th day of June, 2014.

Lauren Heiter
Sole Owner

STATE OF NH
COUNTY OF Merrimack

On this the 6th day of June, 2014, before me, Patricia J. Butler the undersigned Officer, personally appeared, Lauren Heiter who acknowledged herself to be the Sole Owner of GEM Consulting a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Sole Owner.

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

Patricia J. Butler
Notary Public/Justice of the Peace

My Commission expires:

PATRICIA T. BUTLER
NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires February 6, 2018

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 GEM Consulting is a New Hampshire trade name registered on May 20, 2009 and that Lauren Heiter presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

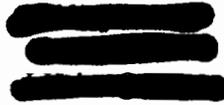


In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May, A.D. 2014

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

William M. Gardner
Secretary of State

LAUREN A. HEITER
20 Arbor Lane
Hollis, New Hampshire 03049



STRENGTHS:

- Detailed knowledge of New Hampshire assessment, accountability, student growth and adequacy data.
- Excellent technical, analytical, problem solving and communication skills.
- Strong knowledge of databases, reporting and data analysis.
- Ability to work with all skill levels to integrate technology into effective solutions..
- Proven ability to learn both business and technical concepts quickly.

SOFTWARE/TOOLS:

- Visual Basic
- Visual C++
- SQL Reporting Services
- Crystal Reports
- SQL views, stored procedures
- HTML
- Microsoft SQLServer
- Microsoft Excel
- Microsoft Access

EXPERIENCE:

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION, Concord, NH **part time 2009 - present**
Data Analyst Consultant to Assessment Department, i4see Analyst Bureau of Data Management

- Designed and developed set of NECAP longitudinal reports for each school and district in the state. Generated html used by state website to make reports available to the public.
- Documented business rules and gathered data from multiple sources for State's New Accountability system and Federal Reporting of Assessment results (EDEN, Table6, CSPR).
- Provided multiple analyses on Assessment data including Blue Ribbon and Focused Monitoring selection process.
- Participated in mapping assessment data into new Data Warehouse.
- Provided source data and testing for AMO calculations and Focus and Priority school selection.

HOLLIS SCHOOL DISTRICT, Hollis, NH **part time 2009**
Data Analyst Consultant

- Created Access database to temporarily house NECAP, NWEA and DRA student assessment data. Prototyped custom Crystal reports: Student Profile, NECAP strand analysis, Released Item GLE analysis.
- Increased Leadership team's knowledge of: data available/missing, functionality of current analysis tool (Performance Tracker) and potential of custom analysis.

RIVERBEND COMMUNITY MENTAL HEALTH Inc., Concord, NH **part time 2008 - 2010**
Crystal Report writer

- Designed, developed, tested and implemented Crystal Reports for behavioral health organization from SQLServer database.
- Upgraded reports from Crystal 8.5 to Crystal 11.

MANAGEDOPS.COM/THE TAYLOR GROUP, Bedford, NH**1997 – 2002*****Senior Software Engineer/ Senior Business Systems Analyst***

- Designed, developed and implemented solutions which interfaced with Siebel Call Center and Great Plains/Microsoft Dynamics financial and manufacturing products.
- Participated in advanced business analysis and development tasks including Visual Basic coding, prototyping using Siebel development tools, application and database design, complex SQL stored procedures, UI design, complex report generation, and cross-application roll-back/recovery design. .
- Produced feasibility documents, functional specifications, design documents, test plans and acceptance criteria.
- Managed customer expectations, determined project scope and managed project risks.
- Projects included customized billing system, customized invoice generation system, manufacturing physical inventory and costing system, manufacturing engineering change management system, time tracking and invoicing system, automobile leasing system, web reporting system and purchasing landed cost system.

CODEM SYSTEMS, Merrimack, NH**1995 – 1997*****Senior Software Engineer***

- Member of team that developed automated world-wide electronic shelf labeling product using C++, SQLServer, Oracle 7, ODBC, Microsoft Foundation Class Library and Rogue Wave tools.
- Led database-related tasks including design, implementation, performance tuning, writing stored procedures, extended stored procedures, triggers and backup and recovery strategy.
- Developed portions of GUI including forms, queries and reports.
- Designed and implemented SQLServer database for government agency in Singapore to locate illegal radio and cell phone activity.
- Investigated data warehousing and data mining tools to analyze large quantities of data for retailers such as Kraft, Frito-Lay, and Gillette.

DIGITAL EQUIPMENT CORPORATION, Marlboro, MA**1984 – 1995*****Senior Software Engineer (earned positions of increasing responsibility)***

- Proposed, led, designed, developed, tested, implemented, documented and integrated 7x24 statistical process control and engineering data analysis tools and automated data collection systems to improve yields for Semiconductor Computer Integrated Manufacturing team. Provided technical and business recommendations for many projects within the group including manufacturing analysis and reporting, resource tracking and document control software.
- Proposed, led, designed, developed, tested, implemented, documented and integrated various business, management and analysis tools for the Solutions Configuration Infrastructure Engineering department. Developed project proposals, plans, specifications and schedules. Provided consulting for Bethesda Naval Hospital to define and develop hardware and software alternatives to solve healthcare problems.
- Developed systems for Digital Equipment User's Society, Eastman Kodak and Xerox projects and New York State Workman's Compensation system and as member of implementation teams.

FARM CREDIT BANKS, Agawam, MA**part time 1982 – 1984*****Programmer/Analyst***

- Automated operations of Finance department and provided consulting and training to all levels of Bank staff.

EDUCATION:

Clark University, Worcester, MA B.A. Computer Science and Economics
G.P.A. 3.64/4.0, Magna Cum Laude, Phi Beta Kappa



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2014

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

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

PRODUCER
METLIFE AUTO & HOME INS AGCY/PHS
180001 P:(866) 467-8730 F:(888) 443-6112
301 WOODS PARK DRIVE
CLINTON NY 13323

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 **FAX (A/C, No):** (888) 443-6112
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE **NAIC#**
INSURER A: Hartford Casualty Ins Co 29424
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
LAUREN HEITER D/B/A GEM CONSULTING
[REDACTED]
[REDACTED]

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			[REDACTED]	06/12/2014	06/12/2015	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liab						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$	
	OTHER:						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB						\$	\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A			E.L. EACH ACCIDENT	\$
	if yes, describe under DESCRIPTION OF OPERATIONS below						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)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
New Hampshire Department of Education
101 PLEASANT ST
CONCORD, NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Tac Tailor

Policy Number: [REDACTED] Policy Effective Date: 06/30/2014 Policy Expiration Date: 12/30/2014 At: 12:01 A.M. Standard Time	Page 1 of 2 Renewal Effective Date: 06/30/2014
Named Insured: [REDACTED] LAUREN A HEITER [REDACTED]	Bill To: Credit Card

Insured Vehicle(s)							
Veh	Year	Make	Model	Body Type	Vehicle ID Number	Com/Col Sym	Terr
1	1995	HONDA	ACCORD	4DR	[REDACTED]	17/19	16
2	2008	TOYOTA	HIGHLAN	ST WAG	[REDACTED]	19/15	16
3	2006	TOYOTA	CAMRY L	4DR	[REDACTED]	20/21	16

Coverage Description	Applicable Limits	Semi-Annual Premiums		
		1995 HONDA	2008 TOYOT	2006 TOYOT
Liability				
Bodily Injury	\$ 100,000 Each Person/ \$ 300,000 Each Accident	63	72	52
Property Damage	\$ 50,000 Each Accident	53	78	46
Medical Expense	\$ 5,000 Each Person	12	16	14
Uninsured Motorists				
Bodily Injury	\$ 100,000 Each Person/ \$ 300,000 Each Accident	12	12	12
Physical Damage				
		1995 HONDA	2008 TOYOT	2006 TOYOT
Actual Cash Value (ACV) or Limit			ACV	ACV
Collision Less Deductible			\$ 500	\$ 500
Comprehensive Less Deductible			\$ 500	\$ 500
Towing and Labor Limit			\$ 50	\$ 50
Optional Coverages				
Substitute Transportation	\$ 25 Day/\$ 750 Accident		8	8
Total Semi-Annual Premium:	\$ 678.00	Vehicle Totals:	140	292
			246	

Deductible Savings Benefit (DSB) \$ 50

Deductible Savings reduces Collision or Comprehensive deductibles, excluding towing and glass claims, effective 06/30/2014 for claims occurring after this date. Your next anniversary date is 06/30/2015. See Important Notice for details.

Forms and Endorsements

MPL 6010-000 C116NH NH700A NH702 V550

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



FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 7-10-13
APPROVED: _____
Page # _____
Item # 90
Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

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

May 31, 2013

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Instruction to retroactively enter into a contract with GEM Consulting, Hollis, NH (vendor code 204409), to develop systems and programs to analyze state assessment and other Division of Instruction data. This contract will be in effect from the date of Governor and Council approval, for the period July 1, 2013 through June 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$70,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

FY14

Account Number 06-56-56-562010-64220000-102-500731
Department of Education, State Assessment Program

\$70,000.00

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

EXPLANATION

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 31, 2013
Page Two

In addition, the assessment results must be reported to students, parents, teachers, administrators, school board members, and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

A Request for Proposals was posted on the Department website and in the Union Leader. The Department was seeking an individual with specific database expertise, knowledge and experience with New Hampshire assessment and accountability data and Department of Education state and federal reporting requirements.

Lauren Heiter, Sole Proprietor of GEM Consulting, has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and, most recently, as a Data Analyst Consultant for the Hollis School District and the DOE. Feedback has been very positive.

The Department of Education would like to contract with GEM Consulting in order to allow Ms. Heiter to analyze assessment data and work with the NH Assessment group in creating additional reports as requested. This contract will enable the Department to utilize her diverse skill set, experience and detailed knowledge of the New England Common Assessment Program (NECAP) and Student Growth data. Her creation of additional reports will allow schools and districts to further analyze their data and view the results in different ways, in order to support their work of improving student achievement.

Only one proposal was submitted. It was reviewed by the Administrator for the Bureau of Accountability and Assessment. He recommended the candidate.

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

Respectfully submitted,



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

VB:SM:emr

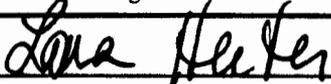
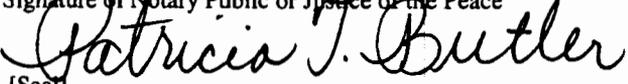
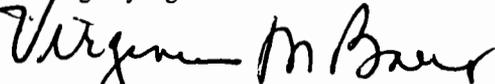
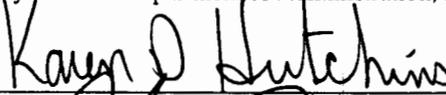
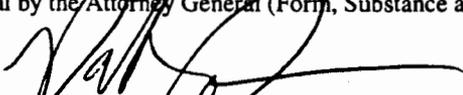
Subject: Technical Assistance in Analysis of State Assessment Data FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education, Bureau of Accountability		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Lauren Heiter d/b/a GEM Consulting		1.4 Contractor Address 20 Arbor Lane, Hollis, NH 03049	
1.5 Contractor Phone Number 603-465-3392	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$70,000.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lauren Heiter, the sole proprietor	
1.13 Acknowledgement: State of NH , County of Merrimack On 5/31/13 , 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]		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Patricia T. Butler, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph. D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 6-10-13			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 6/18/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			