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DM



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

February 17, 2016

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

Sole Source

REQUESTED

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a **sole source** contract with Evergreen Evaluation and Consulting, Inc., Jericho, VT (Vendor Code #172191) in the amount of \$74,000.00 to conduct the evaluation of the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period of July 1, 2016 through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled State Professional Development Improvement Plan Grant, as follows:

| | | |
|---------------|--------------------------------|---------------|
| | | <u>FY2017</u> |
| 06-56-56-5625 | 10-41070000-102-500731 | \$74,000.00 |
| | Contracts for Program Services | |

EXPLANATION

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs (OSEP). This request is **sole source** because New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services.

The OSEP required partners and their services, as detailed in the grant, include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2 of 2

The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence-based transition practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning

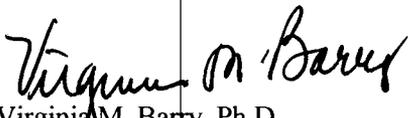
The Office of Special Education Programs requires a comprehensive evaluation, detailed within the grant, which measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

Evergreen Evaluation and Consulting, Inc. is a small northeast evaluation business well versed with the evaluation of projects in the field of special education. Evergreen Evaluation and Consulting, Inc. has been the evaluator for Vermont's State Personnel Development Grant and has served as an evaluation specialist for the Northeast Regional Resource Center. Therefore, Evergreen Evaluation and Consulting, Inc., as a SPDG partner, will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Review proposed evaluation plan and evaluation logic models with grant leadership team;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities;
- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant; and,
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

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

Subject:

NH SPDG Next Steps NH Grant Evaluation

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|-------------------------------------|---|-------------------------------------|
| 1.1 State Agency Name Department of Education | | 1.2 State Agency Address 101 Pleasant Street, Concord NH 03301 | |
| 1.3 Contractor Name Evergreen Evaluation and Consulting, Inc. | | 1.4 Contractor Address 16 Bradley Bow Road, Jericho, VT 05465 | |
| 1.5 Contractor Phone Number (802) 434-5607 | 1.6 Account Number See Exhibit B | 1.7 Completion Date June 30, 2017 | 1.8 Price Limitation \$74,000.00 |
| 1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education | | 1.10 State Agency Telephone Number (603) 271-6693 | |
| 1.11 Contractor Signature <i>Patricia H. Mueller</i> | | 1.12 Name and Title of Contractor Signatory <i>Patricia H. Mueller - President</i> | |
| 1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Chittenden</u> On <u>November 3, 15</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 <i>Quakeisha Thomason</i> [Seal] | | QUAKEISHA THOMASON Notary Public, State of Vermont My Commission Expires Feb. 10, 2019 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace QUAKEISHA THOMASON, Personal Banker | | | |
| 1.14 State Agency Signature <i>Virginia M. Barry</i> | | 1.15 Name and Title of State Agency Signatory <i>VIRGINIA M. BARRY Commissioner of Education</i> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>E. McIntyre</i> On: <i>11/27/16</i> | | | |
| 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 PHM
Date 11/3/15

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 Ptm
Date 11/3/15

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.

Contractor Initials Pttm
Date 11/3/15

EXHIBIT A

Scope of Services

Evergreen Evaluation and Consulting, Inc. will conduct the evaluation component of the NH State Personnel Development Grant (SPDG) to determine the extent to which the grant goals, objectives activities and outcomes have been accomplished over the course of the 5-year grant period.

The contractor will:

- Review proposed evaluation plan and evaluation logic models with grant leadership team and revise as necessary;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity and other process data;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Facilitate Evaluation work group and activities bi-monthly for grant;
- Attend grant Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities, as well, as grant data, outcomes, need for mid-course corrections and unanticipated outcomes;
- Participate in State Personnel Development Grant Evaluator teleconference calls and attend annual State Personnel Development Grant conference to disseminate key findings as required by grant;
- Review and advise the Grant Director on the completion of the OSEP required Annual State Personnel Development Grant Performance report.

Initials: PHM
Date: 11/3/15

EXHIBIT B

Estimated Budget

Budget (through June 30, 2017)

Account number: 06-056-56-5625210-41070000-102-500731

| | <u>FY2017</u> |
|---------------------------------------|--------------------|
| <u>Personnel</u> | |
| Project Director | \$ 6,575.00 |
| Lead Evaluator/Sr. Research Associate | \$51,800.00 |
| Project Manager, Co-Lead Evaluator | <u>\$15,625.00</u> |
| Total Contract | \$74,000.00 |

Limitation of Price: This contract will not exceed \$74,000

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Penny Duffy
Grants and Contracts Technician
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: PHM
11/3/15

Date: _____

EXHIBIT C

Special Provisions

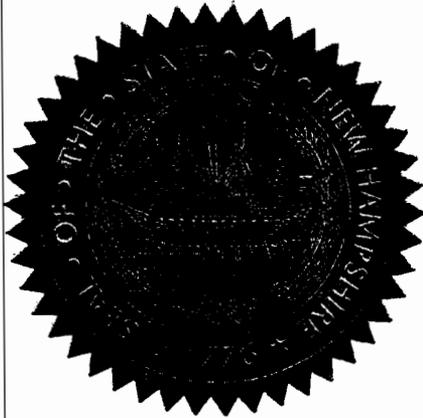
none

Initials: Ptm
11/3/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Evergreen Evaluation & Consulting Inc. doing business in New Hampshire as Evergreen Evaluation, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 5, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of November, A.D. 2015

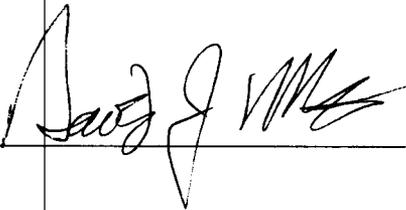
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

RESOLUTION

Be it resolved that the Board of Directors of Evergreen Evaluation & Consulting, Inc. authorizes Patricia H. Mueller, President of Evergreen Evaluation and Consulting, Inc. to sign all agreements required to execute a contract with the New Hampshire Department of Education.

Be it further resolved that Evergreen Evaluation and Consulting, Inc. is authorized to enter into contracts with the State of New Hampshire and the New Hampshire Department of Education.



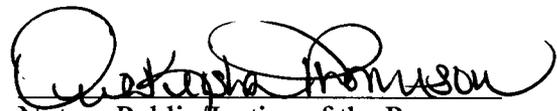
11/3/2015
Date

STATE OF VERMONT

COUNTY OF Chittenden

On November 3 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary/Clerk/Director of the association identified in the foregoing certificate, and acknowledge that she/he executed the foregoing certificate.

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



Notary Public/Justice of the Peace

QUAKEISHA THOMASON
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2015

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

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

| | |
|--|--|
| PRODUCER SMITH, BELL & THOMPSON, INC P.O. BOX 2248 GRAND RAPIDS MI 49501-2248 | CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED EVERGREEN EVALUATION & CONSULTING, INC. 16 BRADLEY BOW ROAD JERICHO VT 05465-136 | INSURER A: FOREMOST SIGNATURE INSURANCE CO. NAIC # 41513 |
| | INSURER B: FOREMOST PROPERTY AND CASUALTY 11800 |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: Cert ID 146280** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | N | | 9/5/2015 | 9/5/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | N | | 9/5/2015 | 9/5/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | 9/5/2015 | 9/5/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SALES, SERVICE OR CONSULTING ORGANIZATIONS - ALL OTHER / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG2010 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS. SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
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8:41 AM
02/06/15
Cash Basis

Evergreen Evaluation & Consulting, Inc
Balance Sheet
As of December 31, 2014

| | <u>Dec 31, 14</u> |
|---------------------------------------|-------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Checking at KeyBank-Key Busine | 7,557.72 |
| Keybank Business | 5,840.51 |
| Total Checking/Savings | <u>13,398.23</u> |
| Total Current Assets | 13,398.23 |
| Fixed Assets | |
| Accumulated Amortization | -10.56 |
| Accumulated Depreciation | -13,617.19 |
| Equipment | 1,478.66 |
| Furniture and Equipment | 21,012.14 |
| Organizational Costs | 100.00 |
| Total Fixed Assets | <u>8,963.05</u> |
| Other Assets | |
| Loan to Shareholder | 66,390.62 |
| Total Other Assets | <u>66,390.62</u> |
| TOTAL ASSETS | <u>88,751.90</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Credit Cards | |
| Credit Card at KeyBank-Key Bus | 15,295.86 |
| Total Credit Cards | <u>15,295.86</u> |
| Other Current Liabilities | |
| Payroll Liabilities | |
| Federal Taxes (941/944) | 4,616.74 |
| VT Income Tax | 7,521.16 |
| Payroll Liabilities - Other | 1,727.94 |
| Total Payroll Liabilities | <u>13,865.84</u> |
| Total Other Current Liabilities | <u>13,865.84</u> |
| Total Current Liabilities | <u>29,161.70</u> |
| Total Liabilities | 29,161.70 |
| Equity | |
| Common Stock | 1.00 |
| Owner's Capital | |
| Capital Contributed | 2,000.00 |
| Draws | -2,000.00 |
| Total Owner's Capital | <u>0.00</u> |
| Retained Earnings | 57,560.28 |
| Net Income | 2,028.92 |
| Total Equity | <u>59,590.20</u> |
| TOTAL LIABILITIES & EQUITY | <u>88,751.90</u> |

8:43 AM
 02/06/15
 Cash Basis

Evergreen Evaluation & Consulting, Inc
Profit & Loss
 January through December 2014

| | Jan - Dec 14 |
|--------------------------------|--------------|
| Ordinary Income/Expense | |
| Income | |
| Grant Income | 837,640.03 |
| Reimbursement | 894.73 |
| Total Income | 838,534.76 |
| Expense | |
| Accounting/Legal | 799.00 |
| Admin/General | |
| Business Development | 739.18 |
| Consultant Training | 1,922.32 |
| Florida | 500.00 |
| Gas | 75.96 |
| Research | 1,100.00 |
| Admin/General - Other | 16,675.47 |
| Total Admin/General | 21,012.93 |
| AEA | 4,025.00 |
| Bank Service Charges | 2,381.22 |
| Computer Software | 3,154.80 |
| Conferences | |
| Flight | 4,582.85 |
| Food/Bev | 2,176.24 |
| Lodging | 3,537.42 |
| Misc. | 240.07 |
| Parking | 201.00 |
| Transportation | 906.88 |
| Conferences - Other | -163.48 |
| Total Conferences | 11,480.98 |
| Consultants | |
| Jenny Gronneberg | 13,460.00 |
| Judy Lee | 3,550.00 |
| Melissa Phillips | 2,940.00 |
| Michele Mitchell | 17,724.00 |
| Total Consultants | 37,674.00 |
| Donations | 323.00 |
| EEC Meals | 1,300.19 |
| Flowers | 106.00 |
| Gifts | 380.27 |
| Grant Expenses | |
| AEM CIID 2014 | |
| Consultant | 375.00 |
| Flight | 1,108.90 |
| Food/Bev | 168.67 |
| Lodging | 505.53 |
| Misc. | 6.41 |
| Transportation | 64.70 |
| Total AEM CIID 2014 | 2,229.21 |
| AL SPDG 2013 | |
| Consultant | 55,500.00 |
| Travel | |
| Auto Expense | 12.00 |
| Food/Bev | 37.06 |
| Lodging | -130.38 |
| Travel - Other | 115.60 |
| Total Travel | 34.28 |
| Total AL SPDG 2013 | 55,534.28 |

8:43 AM
02/06/15
Cash Basis

Evergreen Evaluation & Consulting, Inc
Profit & Loss
January through December 2014

| | <u>Jan - Dec 14</u> |
|-------------------------------------|---------------------|
| AL SPDG 2014 | |
| Travel | |
| Food/Bev | 12.23 |
| Lodging | 43.29 |
| Misc | 63.45 |
| Total Travel | <u>118.97</u> |
| Total AL SPDG 2014 | 118.97 |
| CAST-CET 2014 | |
| Consultant | 1,410.00 |
| Travel | |
| Auto Expense | 35.50 |
| Total Travel | <u>35.50</u> |
| CAST-CET 2014 - Other | <u>965.00</u> |
| Total CAST-CET 2014 | 2,410.50 |
| CPIR 2013 | |
| Travel | |
| Auto Expense | 24.00 |
| Food/Bev | 40.80 |
| Lodging | 256.48 |
| Transportation | 291.00 |
| Travel - Other | 135.00 |
| Total Travel | <u>747.28</u> |
| Total CPIR 2013 | 747.28 |
| CTD 2013 | |
| Travel | |
| Food/Bev | 70.00 |
| Misc. | 12.99 |
| Travel - Other | -222.60 |
| Total Travel | <u>-139.61</u> |
| Total CTD 2013 | -139.61 |
| DaSy 2013 | |
| Consultant | 27,295.00 |
| Travel | |
| Auto Expense | 137.43 |
| Food/Bev | 286.95 |
| Lodging | 611.17 |
| Misc. | 34.37 |
| Travel - Other | 1,069.70 |
| Total Travel | <u>2,139.62</u> |
| Total DaSy 2013 | 29,434.62 |
| DE SPDG 2013 (C13-345) | |
| Consultant | 59,549.00 |
| Travel | |
| Auto Expense | 496.07 |
| Food/Bev | 549.43 |
| Lodging | 482.81 |
| Misc. | 29.98 |
| Transportation | 361.00 |
| Travel - Other | 2,597.27 |
| Total Travel | <u>4,516.56</u> |
| Total DE SPDG 2013 (C13-345) | 64,065.56 |

8:43 AM
 02/06/15
 Cash Basis

Evergreen Evaluation & Consulting, Inc
Profit & Loss
 January through December 2014

| | Jan - Dec 14 |
|-----------------------------|--------------|
| DE SPDG 2014 | |
| Food/Bev | 79.91 |
| Lodging | 43.29 |
| Misc. | 13.15 |
| Total DE SPDG 2014 | 136.35 |
| ECAC | |
| Travel | 421.70 |
| Total ECAC | 421.70 |
| ECPC 2014 | |
| Consultant | 8,825.00 |
| Travel | |
| Auto Expense | 35.78 |
| Food/Bev | 21.45 |
| Lodging | 643.33 |
| Misc. | 140.00 |
| Travel - Other | 222.60 |
| Total Travel | 1,063.16 |
| Total ECPC 2014 | 9,888.16 |
| ECTA 2013 | |
| Consultant | 14,112.50 |
| Travel | |
| Transportation | 24.00 |
| Travel - Other | 308.70 |
| Total Travel | 332.70 |
| Total ECTA 2013 | 14,445.20 |
| ECTA 2014 | |
| Consultant | 1,500.00 |
| Total ECTA 2014 | 1,500.00 |
| MS SPDG 2013 | |
| Consultant | 37,333.34 |
| Travel | |
| Auto Expense | 159.45 |
| Food/Bev | 283.74 |
| Lodging | 675.01 |
| Misc. | 25.00 |
| Transportation | 1,338.60 |
| Travel - Other | 166.28 |
| Total Travel | 2,648.08 |
| MS SPDG 2013 - Other | 10.89 |
| Total MS SPDG 2013 | 39,992.31 |
| MS SPDG 2014 | |
| Food/Bev | 71.67 |
| Lodging | 43.29 |
| Misc. | 63.44 |
| Total MS SPDG 2014 | 178.40 |
| NCEO 2014 | |
| Consultant | 4,742.00 |

8:43 AM
 02/06/15
 Cash Basis

Evergreen Evaluation & Consulting, Inc
Profit & Loss
 January through December 2014

| | Jan - Dec 14 |
|--------------------------------|-------------------|
| Travel | |
| Auto Expense | 114.00 |
| Food/Bev | 961.02 |
| Lodging | 1,104.36 |
| Misc. | 229.73 |
| Transportation | 1,893.47 |
| Travel - Other | 1,095.00 |
| Total Travel | 5,397.58 |
| Total NCEO 2014 | 10,139.58 |
| ND DPI 2014 | |
| Consultant | 26,200.00 |
| Total ND DPI 2014 | 26,200.00 |
| NH SPDG 2013 | |
| Consultant | 42,573.75 |
| Travel | |
| Auto Expense | 242.86 |
| Food/Bev | 9.44 |
| Lodging | 117.22 |
| Misc | 0.75 |
| Travel - Other | 1,341.25 |
| Total Travel | 1,711.52 |
| NH SPDG 2013 - Other | 51.37 |
| Total NH SPDG 2013 | 44,336.64 |
| NH SPDG 2014 | |
| Consultant | 1,700.00 |
| Food/Bev | 86.68 |
| Lodging | 43.29 |
| Transportation | 26.86 |
| Total NH SPDG 2014 | 1,856.83 |
| NH SS/HS 2014 | |
| Consultant | 23,971.83 |
| Misc. | 6.42 |
| Travel | 210.39 |
| Total NH SS/HS 2014 | 24,188.64 |
| VT SPDG 2013 | |
| Travel | |
| Auto Expense | 41.95 |
| Food/Bev | 10.39 |
| Total Travel | 52.34 |
| Total VT SPDG 2013 | 52.34 |
| VT SPDG 2014 | |
| Food/Bev | 26.05 |
| Lodging | 43.29 |
| Transportation | 28.28 |
| Total VT SPDG 2014 | 97.62 |
| Grant Expenses - Other | 130.38 |
| Total Grant Expenses | 327,964.96 |
| Insurance Expense | |
| Foremost Insurance | 941.51 |
| N.E. Delta Dental | 1,235.90 |
| Preferred Chiro | 37.00 |
| Vace/VT Healthcare | 13,426.58 |
| Zurich | 3,328.97 |
| Total Insurance Expense | 18,969.96 |

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02/06/15
Cash Basis

Evergreen Evaluation & Consulting, Inc
Profit & Loss
January through December 2014

| | <u>Jan - Dec 14</u> |
|----------------------------------|---------------------|
| Interest Expense | 4,017.38 |
| Memberships | 2,126.05 |
| Miscellaneous | 147.85 |
| Payroll Expenses | |
| Taxes | 18,756.50 |
| Wages | 325,000.00 |
| Total Payroll Expenses | 343,756.50 |
| Postage and Delivery | 564.71 |
| Professional Material | 318.83 |
| Proposal Writing | 585.00 |
| Reconciliation Discrepancies | 2.61 |
| Registration | 1,630.00 |
| Rent Expense | 9,900.00 |
| Repairs/Maintenance | |
| Building Repairs | 57.65 |
| Repairs/Maintenance - Other | 122.62 |
| Total Repairs/Maintenance | 180.27 |
| Retirement Expense | 1,700.00 |
| States Incorp. | |
| DE Corp Filing | 253.01 |
| NH Certificate of Good Standing | 40.00 |
| VT Sec. of State | 200.00 |
| Total States Incorp. | 493.01 |
| Supplies | 3,245.22 |
| Tax Preparation | 3,000.00 |
| Taxes | |
| AL State | 269.18 |
| DE State | 225.00 |
| Federal | 22,041.24 |
| NH State | 102.00 |
| VT State | 4,555.02 |
| Total Taxes | 27,192.44 |
| Technology | 1,423.04 |
| TeleCommunications | 6,650.62 |
| Total Expense | 836,505.84 |
| Net Ordinary Income | 2,028.92 |
| Net Income | 2,028.92 |

Evergreen Evaluation Board of Directors

Patricia H. Mueller

David J. Merves

The Board of Directors is not compensated for their services.

Evergreen Evaluation & Consulting, Inc.

List of Personnel

| | | |
|---------------------|--|-------------|
| Patricia H. Mueller | Project Director | \$6,575.00 |
| David J. Merves | Project Manager, Co-Lead Evaluator | \$15,625.00 |
| Brent Garrett | Lead Evaluator, Sr. Research Associate | \$51,800.00 |

Patricia H. Mueller, Ed.D. is President and founder of Evergreen Evaluation & Consulting, Inc., a woman-owned firm specializing in development and evaluation of federal-funded programs. Dr. Mueller has extensive experience in writing and evaluating federally funded education initiatives to include: State Personnel Development Grants in five states (VT, NH, MS, AI, DE) national Technical Assistance & Dissemination Centers (NCEO, CAST, RRCs) and personnel preparation programs, among others. Pat manages all of EEC's current contracts. Pat began her career as a Special Educator in the late 1970's and taught for 6 six years in VT public schools before coordinating a series of OSEP-funded grant projects based at UVM's University Affiliated Program (now UCEDD) for 13 years. She acquired advanced degrees in 1986 and 1997. From 1997 to 1999, she held a position as a Special Education Administrator in a local Vermont district and in 1999 was employed as the Evaluation Specialist for the Northeast Regional Resource Center (.50 FTE) and began building her business to include EEC's current and recent clients listed below. Pat continues to engage in a variety of professional development opportunities to include annual presentation and participation at conferences sponsored by funders and evaluators (e.g., Office of Special Education Programs; American Evaluation Association). Dr. Mueller annually participates in professional development opportunities to stay abreast of new knowledge and to continue her skill building in the evaluation arena (e.g., Claremont Graduate University workshops, AEA pre-conference sessions and e-learning webinars). Pat is an active member of AEA and from 1999 to 2012 held the position of Program Chair for the Disability and Other Vulnerable Populations Topical Interest Group. Her advanced degrees are in Special Education and Educational Leadership and Policy Studies.

David Merves, MBA, C.A.S. is a Senior Evaluator and EEC Director of Operations. He holds an MBA in Operations Research/Statistics. He also completed the Claremont Graduate University Certificate of Advance Study Program in Evaluation. Mr. Merves participates in project methodology selection; logic model and evaluation plan development, data collection, analysis and reporting. David has a special interest in the use of technology to share evaluative data/information and improved reporting. He has presented at the Eastern Evaluation Research Society, American Evaluation Association annual conference, and numerous OSEP sponsored activities. His extensive business background includes statistics, survey development-implementation-analysis, professional development and utilization of technology for project implementation and reporting. He has been an external evaluator for Michigan's Office of Special Education (OSE) for the past three years providing systems evaluation related to OSE's Mandated Activities projects, including those focused on child find and autism. David's advanced degrees are in Business Administration and Evaluation Theory.

Brent Garrett, Ph.D. is an independent evaluation consultant, collaborating with a variety of firms including Evergreen Evaluation and Consulting, Inc., the Pacific Institute for Research and Evaluation, numerous universities, and state departments of education. Brent's primary interest is the evaluation of education-related professional development. He currently, or in the last three years, evaluates initiatives such as Multi-Tiered Systems of Support, Response to Intervention, positive behavioral interventions, alternate assessment and other low incidence efforts, early childhood (Part C and 619), and parent and family engagement. Brent collaborates with other consultants who offer a range of methodological skills and content knowledge, using both quantitative and qualitative practices. The goal of his work is to provide scientifically sound evaluation findings in an easy to use, practical manner for the purpose of program improvement, assessing program impact, and assuring accountability of state and federal funds.