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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

June 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to exercise the final renewal of an existing contract with Demonstrated Success, LLC, Rye, NH (vendor code 267483), by increasing the price limitation by \$393,050 from \$629,500 to \$1,022,550, to expand the Department's capacity to support school turnaround by partnering with LEAs that have identified Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) schools in order to achieve equitable student outcomes, effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022. The original contract was approved by Governor & Council on April 17, 2019 (Item #123A), and amended on June 24, 2020 (Item #171). 100% Federal Funds

Funds to support this request are anticipated to be available in FY 22 in the account titled Title I-A Compensatory Ed., upon the availability and continued appropriation of funds in the future operating budget as follows:

06-56-56-562010-25090000-072-509073 Grants Federal	<u>FY 22</u> \$393,050
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EXPLANATION

A Request for Proposals was posted on the Department website from December 21, 2018 to January 11, 2019. The review team recommended Demonstrated Success for funding.

The Department wishes to continue to contract with Demonstrated Success to ensure continuity of services and familiarity with schools. Demonstrated Success, LLC has worked with schools and leadership teams to develop improvement plans and with staff and principals to implement evidence-based strategies to improve instructional strategies, communication procedures, and assessment techniques, etc.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Demonstrated Success will also continue to provide project oversight, technical revisions of project plans, multi-tiered system of support, and professional development for faculty, staff and leadership. Lastly, they will Summarize School Progress, with an Analysis of Consolidated Indicators, analysis of school survey results, and a Summary of School Progress for each of the participating schools.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:af:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Demonstrated Success, LLC, Rye, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on April 17, 2019 (Item #123A) and renewed June 24, 2020 (Item #171) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2022
2. Amend Section 1.8 by increasing the price limitation from \$629,500 to \$1,022,550
3. Remove Exhibit A-1 (Special Provisions) and replace with Exhibit A-2
4. Remove Exhibit B-1 (Scope-of Services) and replace with Exhibit B-2
5. Remove Exhibit C-1 (Budget) and replace with Exhibit C-2
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. This amendment shall commence upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 6-16-21
Frank Edelblut, Commissioner of Education Date

Demonstrated Success, LLC
Name of Corporation (Contractor)
By: [Signature] 6-15-21
Michael Schwartz, Sole Proprietor Date

STATE OF _____

County of _____

On this the _____ day of _____, 20____ before me, _____, the undersigned officer, personally appeared Michael Schwartz known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

N/A COVID
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 16th day of June, 2021.

[Signature]
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

**EXHIBIT A-2
SPECIAL PROVISIONS**

Michael Schwartz represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Additional Exhibits D-G

Subject to approval by the Governor and Council, this is the final renewal

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**EXHIBIT B-2
SCOPE OF SERVICES**

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval for the period of July 1, 2021 through June 30, 2022:

Demonstrated Success will provide the following tools and services to provide support to the 12 K-8 New Hampshire Comprehensive Support and Improvement (CSI) Schools. The scope of services will address six priorities as described below and will be provided in conjunction with the Department of Education (DOE).

Demonstrated Success, LLC understands that the tasks and specific work items may be modified per agreement with the project sponsor at the NH Department of Education, but within the overall scope defined in this contract.

Scope of Activities

<p>Project Oversight and Department of Education (DOE) Collaboration</p> <ul style="list-style-type: none">- Initial planning and work session with DOE leadership team- Bi-weekly Comprehensive Support and Improvement (CSI) Support Team Meetings- Bi-weekly meetings with DOE leadership team- Bi-monthly Report of school progress to bureau
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<p>Priority 1: Provide technical assistance as schools revise their improvement plans based last year's progress on priorities and changing needs. Consider four domains: (1) leadership; (2) talent development (3) instructional transformation; and (4) school culture.</p> <p>Summer/Fall</p> <ul style="list-style-type: none">- Work with Schools to Create Revised Plan- Review Inputs (School Leadership Input, Diagnostic, Achievement data, climate data, Comprehensive Assessment of Leadership for Learning (CALL) Survey, Current School Improvement (SIP), Educator Success Program (ESP) Survey) and support leadership team with revisions- Develop & Send ESP Survey to determine focus of support- Meet with School Leadership Teams- Revise Plan <p>Spring</p> <ul style="list-style-type: none">- Work with Schools to Update Plan- Review Inputs (Plan deliverables, Leadership Team Input, ESP Survey) and support leadership team with revisions- Meet with School Leadership Teams- Revise Plan

**EXHIBIT B-2
SCOPE OF SERVICES cont.**

Priority 2: Provide Summer PD Support

Summer

- Intensive data dive two-day (End of July; not necessarily leadership team, but administrator level should be included)

Day 1

- review data for each grade level to identify largest learning gaps that correspond with highest priority standards to identify learning targets for fall. - AM

identify interventions, resource supported strategies for Math and ELA - PM

Day 2

- develop schedules, inventive planning for personnel to assure students receive necessary intervention and teachers have Professional Learning Community (PLC) time

- Review and distribute Demonstrated Success (DS) PLC binder and effective Response to Instruction (RTI) / Multi-Tiered System of Support (MTSS) systems professional development (PD)

- Staff Social Emotional Learning PD (capacity 20) (Aug 15+; not necessarily leadership team)

- for teachers, paraprofessionals (para's) and other specialists

- Half-day session

- 4 sessions (repeated session)

- Out of the box (leadership team, plus; early August)

- Include four Principal or vendor presentations

- Note for DS: South by Southwest Conference (for source)

Priority 2: Collaborate with NHDOE to support Funding Requests

- Review Funding Requests and Discuss Priorities (Fall)

- Review Funding Requests and Discuss Priorities (Winter-Spring)

Priority 3: Support Principal and School Leadership Teams

- Principal Mentor to Meet with Principal every four weeks

- Provide target expertise to assist principal (e.g. scheduling, communications,)

- SIP Coach to provide monthly support for school

- Review, recommend and assist with revision for grant requests (fall)

- Review, recommend and assist with revision for grant requests (spring)

- Promote collaboration across CSI schools for common efforts

Note: If mentor is not appropriate for school, we will be flexible with alternative offerings such as English Language Learner (ELL) coach, special education expert, technology support, etc.

EXHIBIT B-2
SCOPE OF SERVICES cont.

Priority 4: PD Support Throughout Year

Provide Schools with Content Support & Assist with Collaboration

- 2 Full Day in-school Support tailored to school needs
- 2 half-day workshops for all CSI schools to collaborate (differentiated by content need - e.g. English Language (EL) and co-teaching)
- 8 After School Webinars (invite Additional Targeted Support (ATS)/Targeted Support and Improvement (TSI))
- Spring Data Dive workshops for Leadership Team - Review Plans and Data

- Six Session PD Course with College Credit (possibly Ramapo; school climate certification program)
- invite ATS/TSI
- 6 Course sessions each 2.5 hours including guest speakers, with resources, online discussion between in person or remote synchronous sessions
- Teams of ~4 from each School (facility and materials)
- Two credit College credit provided for course (for each participant) - to be paid for by local school

Priority 5: Provide Support for ATS and TSI Schools

Offer technical assistance through training and workshops (statewide/regionally) to ATS and TSI schools with a focus on closing achievement gaps through innovative and personalized learning strategies.

- Knowledge Base and Resources
- TSI and ATS Webinar on Developing an SIP (summer/September)
- TSI and ATS Workshop II - Understanding your Data and Planning for Upcoming Year (spring)
- plus see above Priority 4

Priority 6: Summarize School Progress

- Analysis of Consolidated Indicators (No Charge if completed)
- Analysis of CALL survey results if available
- Survey of Schools
- Summary of School Progress

**EXHIBIT C-2
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses. Invoices will be provided on a bi-monthly (2 month) basis and the total budget will be divided into equal installments for each invoice.

(Budget July 1, 2021 through June 30, 2022)

	Total
Project Oversight and DOE Collaboration	
- Initial planning and work session with DOE leadership team	\$1,350
- Bi-weekly CSI Support Team Meetings (25 meetings, four support staff)	\$10,000
- Bi-weekly meetings with DOE leadership team	\$17,550
- Bi-monthly Report of school progress to bureau	\$7,500
Priority 1: Provide technical assistance as schools revise their improvement plans based on changing needs within schools. Consider four domains: (1) leadership; (2) talent development (3) instructional transformation; and (4) school culture.	
Summer/Fall	
- Work with Schools to Create Revised Plan	\$8,100
- Review Inputs (School Leadership Input, Diagnostic, Current SIP, ESP Survey) and support leadership team with revisions	\$15,000
- Develop & Send ESP Survey	\$5,940
- Meet with School Leadership Teams	\$8,100
- Revise Plan	\$3,000
Spring	
- Work with Schools to Update Plan	\$8,100
- Review Inputs (Plan deliverables, Leadership Team Input, ESP Survey) and support leadership team with revisions	\$15,000
- Meet with School Leadership Teams	\$8,100
- Revise Plan	\$3,000
Priority 2: Provide Summer PD Support	
Summer Data Dive (Planning)	
- Intensive data dive two-day (End of July; not necessarily leadership team, but administrator level should be included)	
Day 1 - review data one day explore interventions, resource supported strategies for Math and ELA	
Day 2 - consider schedule intervention and PLC time / consider approach to make this	

**EXHIBIT C-2
BUDGET cont.**

time authentic and effective; PLC binder 101 / RTI / MTSS	\$5,000
Summer Data Dive (Implementation)	\$10,000
- Staff Social Emotional Learning PD (Planning) (capacity 20) (Aug 15+; not necessarily leadership team) for teachers, para's and other specialists Half-day session 4 sessions	\$5,000
- SEL Implementation	\$5,400
- Out of the box (leadership team, plus; Aug 1-14) Include four Principal or vendor presentations	\$7,500
Priority 2: Collaborate with NHDOE to support Funding Requests	
- Review Funding Requests and Discuss Priorities (Fall)	\$8,100
- Review Funding Requests and Discuss Priorities (Winter-Spring)	\$8,100
Priority 3: Support Principal and School Leadership Teams	
- Principal Mentor to Meet with Principal every four-six weeks (five times per year)	\$40,500
- Provide target expertise to assist principal (e.g. scheduling, communications,)	\$15,000
- SIP Coach to provide monthly support for school (eight times per year)	\$24,000
- Review, recommend and assist with revision for grant requests (fall) - Review, recommend and assist with revision for grant requests (spring) cost included above	
- Promote collaboration across CSI schools for common efforts	\$3,750
Priority 4: PD Support Throughout Year	
Provide Schools with Content Support & Assist with Collaboration	
- 2 Full Day in-school Support tailored to school needs	\$30,000
- 2 half-day workshops (differentiated by schools - e.g. EL and co-teaching) - 2 trainers planning and conduct.	\$5,000
- 8 After School Webinars (invite ATS/TSI)	\$10,000
- Spring Data Dive workshops for Leadership Team - Review Plans and Data	\$4,800

**EXHIBIT C-2
BUDGET cont.**

Two Course Offerings (Offered for CSI, ATS and TSI – divide based upon need) - Six Session PD Course with College Credit (possibly Ramapo; school climate certification program) - invite ATS/TSI -- 6 Course sessions each 3 hours including guest speakers -- Teams of ~4 from each School (facility and materials) -- Two credit College credit provided for course (for each participant) - to be paid for by local school (3 days design 1 day implementation, per); plus 4 guest speakers	\$68,960
Priority 5: Provide Support for ATS and TSI Schools Offer technical assistance through training and workshops (statewide/regionally) to ATS and TSI schools with a focus on closing achievement gaps through innovative and personalized learning strategies.	
- Knowledge Base and Resources	
- TSI and ATS Webinar on Developing an SIP (summer/September) - 3 days plan; 2 trainers implement	\$6,250
- TSI and ATS Workshop II - Understanding your Data and Planning for Upcoming Year (spring)	\$6,250
Priority 6: Summarize School Progress	
- Analysis of Consolidated Indicators (No Charge if completed)	
- Analysis of CALL survey results if available	\$2,500
- Survey of Schools	\$8,100
- Summary of School Progress	\$8,100
Total	\$393,050

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 \$393,050.

Funding Source: Funds to support this request are anticipated to be available in FY 22 in the account titled Title I-A Compensatory Ed., upon the availability and continued appropriation of funds in the future operating budget as follows:

06-56-56-562010-25090000-072-509073 Grants Federal **FY 22**
\$393,050

EXHIBIT C-2
BUDGET cont.

Method of Payment: Payment is to be made bi-monthly on the basis of invoices which are supported by a summary of activities/deliverables that have taken place aligned to the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Ashley Frame
Administrator, Division of Instruction
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MS*
Date *6.15.21*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MD
Date 6-15-21

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials MM
Date 6.15.21

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials 
Date 6/15/11

State of New Hampshire

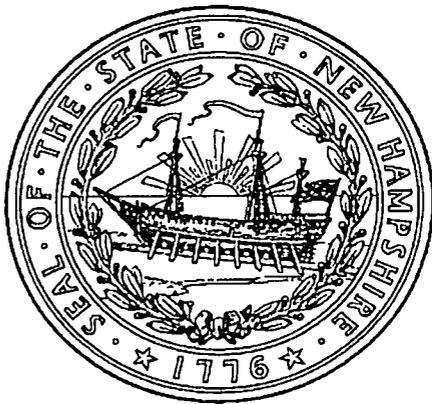
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717760

Certificate Number: 0005360065



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

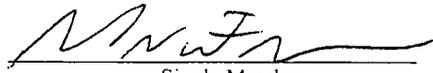
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Michael Schwartz, as a Single Member of my Business, Demonstrated Success, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Demonstrated Success, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 15th day of June, 2021.


Single Member

STATE OF N/A COVID
COUNTY OF _____

On this the _____ day of _____, 21____, before me, _____ the undersigned Officer, personally appeared Michael Schwartz, who acknowledged himself to be the Single Member of Demonstrated Success, LLC, a Business, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself as Single Member.

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

Notary Public/Justice of the Peace

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801		CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (603) 433-5600 E-MAIL ADDRESS: emma@kaneins.com		FAX (A/C, No): (603) 740-5000	
INSURED Demonstrated Success LLC NH 03801				INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: . REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y		08/10/2020	08/10/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 XCYBR \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Activities usual and customary to education consulting.

Demonstrated Success, LLC is Named Insured with NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER NH Department of Education The State of New Hampshire 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 <i>Hope Bagdasarian</i>	
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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 13, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to exercise a renewal option of a contract with Demonstrated Success, LLC, Rye, NH (vendor code 267483), by increasing the price limitation by \$329,500.00 from \$300,000.00 to \$629,500.00, to expand the Department's capacity to support school turnaround by partnering with LEAs that have identified Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) schools in order to achieve equitable student outcomes, effective July 1, 2020, upon Governor and Council approval, through June 30, 2021. The original contract was approved by Governor & Council on April 17, 2019 (Item #123A). 100% Federal Funds

Funds to support this request are available in the account titled Title I Compensatory Education as follows:

	<u>FY 21</u>
06-56-56-562010-25090000-072-509073 Contracts	\$329,500.00

EXPLANATION

The Department contracted with Demonstrated Success, LLC to work with K-8 schools to improve instruction and learning for students. The services provided are intended to continue into multiple years to ensure continuity and familiarity with schools. They will work with schools and leadership teams to develop improvement plans. They will also continue to work with staff and principals to implement evidence-based strategies to improve instructional strategies, communication procedures, assessment techniques, etc.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 13, 2020
Page 2 of 2

We wish to continue this contract in order to expand the department's capacity to support school turnaround plans and sustainability, with a focus on closing achievement gaps through personalized learning for all students

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:of:emr

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Division of Learner Support, hereinafter "the Agency," and Demonstrated Success, LLC, Rye, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on April 17, 2019 (Item #123A) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2021
2. Amend Section 1.8 by increasing the price limitation from \$300,000.00 to \$629,500.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-1 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with Exhibit A-1 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence July 1, 2020 upon Governor and Council approval and shall terminate on June 30, 2021.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 6.9.20
Frank Edelblut, Commissioner of Education Date

Demonstrated Success, LLC
Name of Corporation (Contractor)

By: Michael Schwarz 6.5.20
Michael Schwarz, Sole Proprietor Date

STATE OF _____

County of _____

On this the _____ day of _____, 2020 before me, _____ the undersigned
officer, personally appeared Michael Schwarz known to me (or satisfactory proven) to be the person whose name is
subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein
contained.

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

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 9th day of June, 2020

Christopher Bond
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT A-1

SPECIAL PROVISIONS

Additional Exhibits D-G

As a single member LLC, with no employees, provisions of form P-37, paragraph 15 (Workers' Compensation), do not apply to this contract.

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for the one (1) additional fiscal year of the two (2) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

EXHIBIT B-1

SCOPE OF SERVICES

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective July 1, 2020, upon Governor & Council approval through June 30, 2021:

Demonstrated Success will provide the following tools and services to provide support to the 12 K-8 New Hampshire CSI Schools. The scope of services will address six priorities as described below and will be provided in conjunction with the Department of Education.

Demonstrated Success, LLC understands that the tasks and specific work items may be modified per agreement with the project sponsor at the NH Department of Education, but within the overall scope defined in this contract.

Project Oversight and DOE Collaboration

- Initial planning and work session with DOE leadership team
- Bi-weekly CSI Support Team Meetings
- Bi-weekly meetings with DOE leadership team
- Bi-monthly Report of school progress to bureau

Priority 1: Provide technical assistance as schools revise their improvement plans based on changing needs within schools. Consider four domains: (1) leadership, (2) talent development, (3) instructional transformation, and (4) school culture.

Summer:

- Modify and Review Improvement Templates
- Internal Development
- Review with DOE

Summer/Fall:

- Work with Schools to Create Revised Plan
- Review Inputs (School Leadership Input, Diagnostic, Current SIP, ESP Survey) and support leadership team with revisions
- Develop & Send ESP Survey
- Meet with School Leadership Teams
- Revise Draft Plan

Spring:

- Work with Schools to Update Plan
- Review Inputs (Plan deliverables, Leadership Team Input, ESP Survey) and support leadership team with revisions
- Meet with School Leadership Teams
- Revise Draft Plan

Priority 2: Collaborate with NHDOE to support Funding Requests

- Review Funding Requests and Discuss Priorities (Fall)
- Review Funding Requests and Discuss Priorities (Winter-Spring)
- Assist with revising plans and requests as needed

Priority 3: Support Principal and School Leadership Teams

- Meet with Principal every four weeks (Principal Mentor)
- Provide target expertise to assist principal (e.g. scheduling, communications)
- Review, recommend and assist with revision for grant requests (fall)
- Review, recommend and assist with revision for grant requests (spring)
- Promote collaboration across CSI Schools for common efforts

Note: If mentor is not appropriate for school, we will be flexible with alternative offerings.

Priority 4: Provide Schools with Content Support & Assist with Collaboration

- 2 Full Day workshops for Leadership Team - Review Plans and Data
- 2 Full Day in-school Support, tailored to school needs
- After School Webinars
- Saturday PD Course with College Credit
- 5 Saturday Courses each 4 hours including 4 guest speakers
- Teams of 4 from each School (facility and materials)
- College credit provided for course (for each participant) - to be paid for by local school

Priority 5: Provide technical assistance through training and workshops (statewide/regionally) to ATS and TSI schools with a focus on closing achievement gaps through innovative and personalized learning strategies

- Monthly Webinars (6)
- Knowledge Base and Resources
- TSI and ATS Workshop I - Understanding your Data and Defining an SIP
- TSI and ATS Workshop II - Understanding your Data and Planning for Upcoming Year

Priority 6: Demonstrate the effectiveness of the project in achieving the Purposes and Priorities of this RFP through 1.0 Minimum Requirements and 2.0 Services to be Provided including project evaluation, reporting and monitoring

- Analysis of Consolidated Indicators (No Charge if completed)
- Survey of Schools
- Summary of School Progress

**EXHIBIT C-1
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget through June 30, 2021)

Project Oversight and DOE Collaboration	
Initial planning and work session with DOE leadership team (2 day, 2 team members)	4,800
Bi-weekly CSI Support Team Meetings (3 hours, 4 trainers, 20 meetings)	24,000
Bi-weekly meetings with DOE leadership team (Aug-Nov, Jan-May)	21,600
Bi-monthly Report of school progress to bureau (6 periods)	3,600
Priority 1: Provide technical assistance as schools revise their Improvement plans based on changing needs within schools. Consider four domains: (1) leadership, (2) talent development, (3) instructional transformation, and (4) school culture.	
Modify and Review Improvement Templates	
Internal Development (2 full days), 2 trainers	4,800
Review with DOE (included in project oversight)	
Work with Schools to Create Revised Plan	
Review Inputs (School Leadership Input, Diagnostic, Current SIP, ESP Survey) and support leadership team with revisions - 1 days per school	14,400
Develop & Send ESP Survey (to add to diagnostic)	1,200
Meet with School Leadership Teams (2 half days)	14,400
Revise Draft Plan	7,200
Work with Schools to Update Plan	
Review Inputs (Plan deliverables, Leadership Team Input, ESP Survey) and support leadership team with revisions - 1 days per school	14,400
Meet with School Leadership Teams (1 half days)	7,200
Revise Draft Plan	7,200
Priority 2: Collaborate with NHD OE to support Funding Requests	
Review Funding Requests and Discuss Priorities (Fall)	7,200
Review Funding Requests and Discuss Priorities (Winter-Spring)	7,200
Assist with revising plans and requests, as needed (dollars included in other tasks)	
Priority 3: Support Principal and School Leadership Teams	
Meet with Principal every four weeks (Principal Mentor, 6 times for each school)	43,200

Contract between Demonstrated Success and the New Hampshire Department of Education

Contractor Initials: *MS*
Date: 6-5-20

Provide target expertise to assist principal (e.g. scheduling) - 2 times for each school	19,200
Review, recommend and assist with revision for grant requests (fall)	6,000
Review, recommend and assist with revision for grant requests (spring)	6,000
Promote collaboration across CSI schools for common efforts (three communications)	1,200
Note: If mentor is not appropriate for school, we will be flexible with alternative offerings.	
Priority 4: Provide Schools with Content Support & Assist with Collaboration	
2 Full Day workshops for Leadership Team - Review Plans and Data (4 trainers)	21,800
2 Full Day in-school Support	28,800
After School Webinars	6,000
Saturday PD Course with College Credit	
- 5 Saturday Courses each 4 hours (3 days design, 1 day implementation, per); plus 4 guest speakers	28,800
- Teams of 4 from each School (facility and materials)	7,500
- College credit provided for course (Paid by local school; ~\$300 per participant)	
Priority 5: Provide technical assistance through trainings and workshops (statewide/regionally) to ATS and TSI schools, with a focus on closing achievement gaps through innovative and personalized learning strategies.	
Monthly Webinars (6)	
Knowledge Base and Resources	
TSI and ATS Workshop I - Understanding your Data and Defining an SIP (2 trainers)	7,300
TSI and ATS Workshop II - Understanding your Data and Planning for Upcoming Year (2 trainers)	7,300
Priority 6: Demonstrate the effectiveness of the project in achieving the Purposes and Priorities of this RFP through 1.0 Minimum Requirements and 2.0 Services to be Provided including project evaluation, reporting and monitoring.	
Analysis of Consolidated Indicators (No Charge if completed)	
Survey of Schools	2,400
Summary of School Progress	4,800
Total	1329,500

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 \$329,500.00.

Funding Source: Funds to support this request are available in the account titled Title I Compensatory Education as follows:

06-56-56-562010-25090000-072-509073	Contracts	<u>FY 21</u> \$329,500.00
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Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Ashley Frame
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractor violates or breaches contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company, that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor, and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. § 368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000, must procure solid waste management services in a manner that maximizes energy and resource recovery, and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials: *[Signature]*
Date: *6/1/88*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years;
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1 above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2, a.3, or a.4 above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

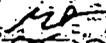
Contractor Initials: 
Date: 6-8-20

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/stllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials *[Signature]*
Date 6/3/10

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights, and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186:200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary," or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any Confidential Information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *[Signature]*
Date *1/10/20*

CERTIFICATE OF AUTHORITY

(Single Member)

I, Michael Schwartz, as a Single Member of my Business, Demonstrated Success LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Demonstrated Success LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 5 day of

June, 2020.



Single Member

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, before me, _____ the

undersigned Officer personally appeared Michael Schwartz, who acknowledged himself to be the Single Member of Demonstrated Success LLC, a Business, and that he, as such Single Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself as Single Member.

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

Notary Public/Justice of the Peace

My Commission expires:

State of New Hampshire

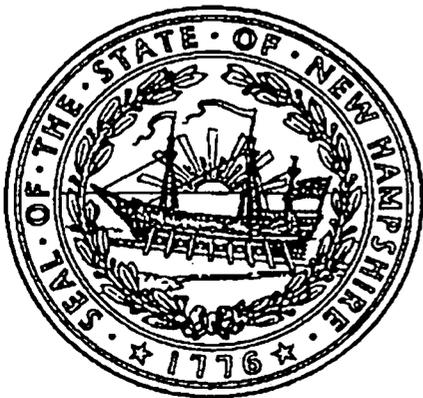
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717760

Certificate Number: 0004923760



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2020

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

PRODUCER Kane Insurance 242 State Street Portsmouth, NH 03801		CONTACT NAME: Emma Pankey PHONE (AC, No, Ext): (603) 433-5600 E-MAIL ADDRESS: emma@kaneins.com FAX (AC, No): (603) 740-5000	
INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 11000	

COVERAGES **CERTIFICATE NUMBER:** CL206130316 **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 GEM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				08/10/2019	08/10/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Activities usual and customary to education consulting.

Demonstrated Success, LLC is Named Insured with NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER NH Department of Education The State of New Hampshire 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 
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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

February 27, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to enter into a contract with Demonstrated Success, LLC, Rye, NH (vendor code 267483), in the amount of \$300,000.00, to expand the Department's capacity to support school turnaround by partnering with LEAs that have identified Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) schools in order to achieve equitable student outcomes. This contract, with an option to renew for two (2) additional fiscal years, will be effective upon the date of Governor & Council approval through June 30, 2020. 100% Federal Funds.

Funds to support this request are available in the account titled Title I Compensatory Education for FY 19, and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

06-56-56-562010-25090000-102-500731	Contracts for Program Services	<u>FY 19</u> \$60,000.00
06-56-56-562010-25090000-072-509073	Contracts	<u>FY 20</u> \$240,000.00

EXPLANATION

A request for proposals was posted on the Department website on December 21, 2018 with a deadline for receipt of proposals of January 11, 2019. The Department was seeking proposals from qualified individuals or organizations with evidence of school turnaround expertise that will expand the Department's capacity by partnering with LEAs that have identified Comprehensive Support and Improvement (CSI) schools and Targeted Support and Improvement (TSI) schools. This partnership would provide greater access to knowledge, including evidence-based practices for personalized learning; access to experts that have a history of known turnaround experience; and access to resources to support implementation of improvement plans.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 27, 2019
Page 2

Six proposals were received, reviewed and rated (see Attachment A) by an evaluation team consisting of the Administrator for the Office of Title I and Education for Homeless Children and Youth, an Education Consultant in the Office of Academics and Professional Learning, and the Administrator for the Bureau of Instructional Support. Demonstrated Success, LLC was chosen to work with K-8 schools and Big Picture Learning with high schools. Demonstrated Success is a long term support vendor to both the DOE and many school districts across the state. The first place vendor was identified in the research study out of the University of Virginia as not evidencing impact of school turnaround in their practices (see Attachment B).

The end goal for Demonstrated Success is to improve instruction and learning for students. They have worked with school teams to assist teachers in understanding what they need to be teaching, what gaps exist in student learning and how to monitor student progress. The team members have decades of experience working nationally to map initiatives with state agencies, large and small school districts and individual schools. Together, their breadth and depth of experience will be an asset in expanding the department's capacity to support school turnaround plans and sustainability, with a focus on closing achievement gaps through personalized learning for all students.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:emr

Demonstrated Success, LLC

Attachment A

Scoring for review of the Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) Schools Technical Assistance proposals

Proposal Criteria in the RFP

Significance of Proposal: Description of applicant's abilities to meet or exceed the Purposes and Priorities, 1.0 Minimum Requirements and 2.0 Services to be Provided, including a description of work experience and educational background in school turnaround principles, preparing improvement plans based on comprehensive diagnostic reviews, differentiated professional learning, mentoring and support. This will include a review of the letter of interest, letters of recommendation and resumes.

25 Points

Quality of Services to be Provided: The applicant's ability to accomplish the Purposes and Priorities and 2.0 Services to be Provided as evidenced through the documentation submitted, including any products that may demonstrate level of expertise and experience.

- Technical Skill, including, but not limited to, preparation of improvement plans based on comprehensive diagnostic review, engagement of families and communities regarding school turnaround, providing technical assistance through trainings and workshops, report writing, template development, data manipulation and analysis and project evaluation.

15 Points

- Content knowledge, including but not limited to, State and federal laws, ESSA, CSI/TSI school programs, school improvement planning, providing technical assistance for, as well as, reviewing and using data to guide improvement strategies.

10 Points

- Evidence of turnaround principles, diversified technical assistance, a solid understanding of the diversity of subgroups, student growth beyond proficiency levels and multiple means of measurement and assessment, and engagement of families and communities.

25 Points

Budget Proposal: The budget will explain how all costs listed in the budget are necessary, reasonable, and allocable to deliver the outcomes specified in the proposal. All expenditures should be clearly connected to an activity related to the Services to be Provided (2.0) and address each year of the contract.

25 Points

Total Possible Points

100 Points

Attachment A cont.

Scoring for review of Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) Schools Technical Assistance proposals continued....

Six (6) proposals were received and scored.

	Bridget P.	Ashley F.	Julie C.	Peer Review
WestEd	97	100	90	95.6
Demonstrated Success	85	97	90	90.6
AdvanceEd/Measured Progress	51	91	85	75.6
Big Picture Learning	87	65	68	73.3
The Education Partners	63	70	85	72.6
MGT Consulting Group	77	90	45	70.6

Scoring for review occurred on Friday, January 25, 2019. The proposal review panel consisted of the following employees from the Department of Education:

Reviewer Qualifications

Bridget P. - Bridget P. has worked at the NH Department of Education for 9 years and is currently the Administrator of the Office of Title I and Education for Homeless Children and Youth. Bridget has served on many review teams throughout her tenure including those for special education and employment.

Ashley F. - Ashley F. has worked as an Education Consultant at the NH Department of Education for the past five years. Prior to joining the department, she was a classroom teacher and School Improvement Grant Coordinator.

Julie C. - Julie C. is the Administrator for the Bureau of Instructional Support. She has been working at the department for 2 ½ years. Julie has 25 years of experience in NH Public Schools serving as a teacher and an administrator. She holds a BS in elementary education and a Master's Degree in Educational Leadership.

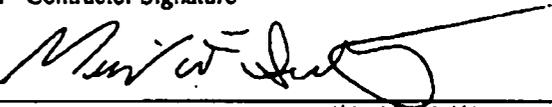
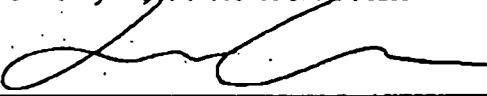
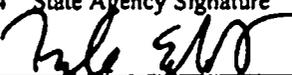
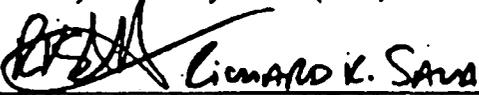
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Demonstrated Success, LLC		1.4 Contractor Address 161 Wallis Road, Rye, NH 03870	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Julie Couch, Administrator, Bureau of Instructional Support		1.10 State Agency Telephone Number 271-0058	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Schwartz, Sole Proprietor	
1.13 Acknowledgement: State of New Hampshire , County of Rockingham On 28 th Feb, 2019, 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] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> JOSEPH A CLIFFORD Notary Public - New Hampshire My Commission Expires Oct 3, 2023 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Joseph Clifford, Teller II			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edlitt, Commissioner	
Date: 3-8-19			
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) (if applicable) By:  Leonardo K. Sara On: APRIL 1, 2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

Demonstrated Success, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor & Council approval through June 30, 2020:

Demonstrated Success, LLC will use the following tools to provide support to the 12 K-8 New Hampshire CSI Schools. The scope of services will address eight priorities as described below and be provided as defined in the schedule of activities below.

Demonstrated Success, LLC understands that the tasks and specific work items may be modified per agreement with the project sponsor at the NH Department of Education, but within the overall scope as defined in this contract.

Models, Tools and Technology to Support the Work

1. Data Dive Protocol: Leveraging Information Gathered in Environmental Scans
2. Educator Success Platform: ESP
3. Culture and Climate Survey Analysis via the Educator Success Platform
4. Demonstrated Success Resource and Discussion Platform
5. CSI Best Practices Consortium, CSI Leadership School Site Meetings and Collaborative Half Day Work Sessions

Priorities

Priority 1: Provide technical assistance in preparing improvement plans based on a comprehensive diagnostic review in at least four domains: (1) leadership; (2) talent development; (3) instructional transformation; and (4) school culture.

Demonstrated Success, LLC will support schools as articulated in Priority 1 through school-site work, centralized workshops, webinars, and half-day collaborative meetings. The work will be integrated with support provided as part of all the priorities (2-8).

Priority 2: Increase the LEA and schools access to knowledge, evidence-based practices, turnaround expertise and resources that support implementation.

Demonstrated Success, LLC has worked over the years to develop an effective, proven support approach. To address priority 2, CSI schools will work collaboratively as part of the CSI Best Practices Consortium, a combination of workshops, virtual meetings, proven protocols, as well as on-site support to build effective PLC teams in each school at all grades.

Priority 3: Facilitate the engagement of families and communities in improvement conversations and action planning for change and sustainability.

The Demonstrated Success, LLC team will utilize a model where the CSI school improvement work includes a Culture and Climate Team involving two parent representatives, as well as student representatives. The Culture and Climate Team will focus on community engagement. The team will leverage perception information collected via a Culture and Climate Survey in the Demonstrated Success, LLC ESP tool.

Priority 4: Provide technical assistance in reviewing and using data to guide improvement strategies.

For more than 10 years, Demonstrated Success, LLC has worked with schools using a proven data drive model to empower teachers to use data to make meaningful instructional change. Demonstrated Success, LLC will use that model to educate teachers through workshops and in-school PLC teamwork.

Priority 5: Provide guidance and technical assistance regarding evidence-based practices for personalized learning.

The Demonstrated Success Consortium model has provided professional development in 21st century instructional practices such as performance assessments, project based learning, writers workshop, blended learning, math instruction, tiered instruction, student interventions, and Universal Design for Learning. The Demonstrated Success team prides itself on knowing we are not all-knowing, and will readily access many talented and knowledgeable educator experts in the New England region to ensure the highest quality training for clients.

Priority 6: Examine LEA policies and resource allocation processes to make recommendations that will increase operational flexibility for principals to support school turnaround plans in key areas and support sustainability efforts for continuous improvement.

Demonstrated Success, LLC experts will work with the school leadership team to facilitate discussions about school policies and procedures. Experts will work with the building leader, as well as, school board member(s), to consider policy changes. This work will take into account the climate and culture surveys, as well as collective bargaining agreements to understand how changes might impact academic improvement.

Priority 7: Provide technical assistance through statewide trainings and workshops to Targeted Support and Improvement (TSI) schools with a focus on closing achievement gaps through innovative and personalized learning strategies.

As part of the Consortium model, selected monthly webinars and online resources will be made available to all TSI schools. In addition, two (2) half-day workshops will be provided for TSI school representatives.

Priority 8: Demonstrate the effectiveness of the project in achieving the Purposes and Priorities of this RFP through 1.0 Minimum Requirements and 2.0 Services to be Provided including project evaluation, reporting and monitoring.

As the Demonstrated Success team shares the above practices with schools, it too will use such practices to ensure its own success. They will rely on data to define clear project goals, and monitor progress. The indicators used for CSI, TSI and ATS determination are grounded in the belief that they measure student outcomes that are critical to school success. Therefore, key to the team's success will be the ability for schools to turn around their outcomes. In addition to interim measures, the team will monitor that progress. Additionally, surveys will be included after support activities to consistently evaluate, tailor and improve support.

Note: The specific activities for the above priorities are outlined in the Event Schedule following.

Calendar

The following calendar will be modified if needed, based upon the start date for work as well as the availability of the schools.

School Year 2018-19: Year One	
March 2019	<p><u>Create, Revise and Monitor Plan: Initial Plan Development</u></p> <ul style="list-style-type: none"> Review Diagnostic Tools Develop Improvement Plan Templates Perform Internal Data Analysis for 12 Schools <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p> <ul style="list-style-type: none"> Using the NH SAS Benchmark and Module Assessments The Engaged Classroom: Project Based Strategies to Foster Student Ownership of Learning
April 2019	<p><u>Create, Revise and Monitor Plan: Initial Plan Development</u></p> <ul style="list-style-type: none"> Continued DS Project Team Data Dives Begin Internal Draft of Improvement Plans Leverage ESP to collect additional stakeholder data as needed <p><u>Create, Revise and Monitor Plan: School Plan Development</u></p> <ul style="list-style-type: none"> Virtual Meeting with building leadership teams - Initial Introductions <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> Leveraging School Community Perception Data to Improve School Culture and Climate (Apr 18)
May 2019	<p><u>Create, Revise and Monitor Plan: School Plan Development</u></p> <ul style="list-style-type: none"> Virtual Meeting with building leadership teams - Soliciting priorities <p><u>Create, Revise and Monitor Plan, and Teaching & Learning for School Improvement: CSI Best Practices ½ Day Kickoff: (CSI Leadership Teams)</u></p> <ul style="list-style-type: none"> Data Dive Best Practices Discussion <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> Questioning: Teaching Students to Ask Questions (May 23)
June 2019	<p><u>Create, Revise and Monitor Plan: Initial Plan Development</u></p> <ul style="list-style-type: none"> NH SAS 2019 - Internal Data Dives Complete Internal Draft of Improvement Plans <p><u>Create, Revise and Monitor Plan: School Plan Development</u></p> <ul style="list-style-type: none"> ½ day On-Site School Meetings - Review Diagnostics, Discuss School Priorities, Define Plan Priorities <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p>

	<ul style="list-style-type: none"> Analyzing NHSAS Data (Jun 4) Use Google Classroom Next Year to Build Student Agency (Jun 7)
July and August 2019	<p><u>Create, Revise and Monitor Plan: Collaborative Half Day Work Session 1 (6 schools per session - possibly Allenstown presenter)</u></p> <ul style="list-style-type: none"> School Plan Development <p><u>Create, Revise and Monitor Plan: Internal School Development</u></p> <ul style="list-style-type: none"> Schools develop action plans for 2019-20 based upon the school improvement plan

School Year 2019-20 Year Two	
September 2019	<p><u>Create, Revise and Monitor Plan: School Plan Development</u></p> <ul style="list-style-type: none"> ½ day On-Site School Meetings - Review Plans and Action Items <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> Protocols and Routines for Effective Educator Teams
October 2019	<p><u>Teaching & Learning for School Improvement: CSI School Site Full day PLC teams</u></p> <ul style="list-style-type: none"> Reviewing/Introducing and modeling the components of PLC, performing data dive <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> Non-invasive Progress Monitoring Strategies
November 2019	<p><u>Teaching & Learning for School Improvement: CSI Best Practices Consortium Day 1: (CSI Leadership Teams)</u></p> <ul style="list-style-type: none"> Climate & Culture, Building Leadership <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p> <ul style="list-style-type: none"> Using Interim Assessments for Student Growth Providing Effective Formative Feedback
December 2019	<p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: ESP</u></p> <ul style="list-style-type: none"> Review Climate and Culture Survey to be administered via ESP <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> Create and Calibrate Analytical Scoring Rubrics

<p>January 2020</p>	<p><u>Teaching & Learning for School Improvement: CSI Best Practices Consortium Day 2: (CSI Leadership Teams)</u></p> <ul style="list-style-type: none"> • Personalized Learning, Evidence Based Strategies <p><u>Teaching & Learning for School Improvement: CSI School Site PLC teams Full Day 2</u></p> <ul style="list-style-type: none"> • Data Dive Protocol <p><u>Teaching & Learning for School Improvement: ESP</u></p> <ul style="list-style-type: none"> • Continue Implementation of Climate and Culture Survey via ESP • DS Team to Create Climate and Culture Analysis Reports (for February work session) <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> • Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p> <ul style="list-style-type: none"> • Creating NHCCRS Based Benchmark Assessments: Test the Standards, Not the Program • Components of and Tools for Creating Quality Performance Assessments • Using Interim Assessments for Student Growth
<p>February 2020</p>	<p><u>Create, Revise and Monitor Plan: Collaborative Half Day Work Session 2 (6 schools per session)</u></p> <ul style="list-style-type: none"> • Culture and Climate Data Review and Plan Updates <p><u>Teaching & Learning for School Improvement: CSI Best Practices: Targeted Workshop (CSI Leadership Teams) (possible guests NHSBA, NHSAA)</u></p> <p>Policies and Contracts</p> <p><u>Create, Revise and Monitor Plan</u></p> <p>Monthly School Plan Virtual Check-in</p> <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p> <ul style="list-style-type: none"> • Personalization Strategies for Cross Content Literacy for Grades 3-8
<p>March 2020</p>	<p><u>Create, Revise and Monitor Plan: School Plan Development</u></p> <ul style="list-style-type: none"> • ½ day On-Site School Meetings - Plan Check-in, Plan Modifications for Policies and Contracts <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> • Overview and Tips for Implementation of Writers Workshop
<p>April 2020</p>	<p><u>Teaching & Learning for School Improvement: CSI School Site meetings PLC teams Day 3</u></p> <ul style="list-style-type: none"> • Self-Assess PLC Practices <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> • Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p>

	<ul style="list-style-type: none"> • Overview and Tips for Implementation of Reader's Workshop
May 2020	<p><u>Create, Revise and Monitor Plan: Collaborative Half Day Work Session (6 schools per session)</u> (Perhaps divide group by subject/grade)</p> <ul style="list-style-type: none"> • Review Plan to update based upon Evidenced Based Practices <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> • Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar(s)</u></p> <ul style="list-style-type: none"> • Aligning Your Math Programs with the NH CCRS
June 2020	<p><u>Create, Revise and Monitor Plan, and Teaching & Learning for School Improvement</u></p> <p><u>CSI Best Practices Consortium Full Workshop Day 3: (CSI Leadership Teams)</u></p> <ul style="list-style-type: none"> • NH SAS Data Dive (Topics TBD) <p><u>Teaching & Learning for School Improvement: TSI Half-Day Data Dive Session (TSI School Leads) (Topics TBD)</u></p> <ul style="list-style-type: none"> • NH SAS Data Dive; 2 Half-Day Sessions <p><u>Create, Revise and Monitor Plan</u></p> <ul style="list-style-type: none"> • Monthly School Plan Virtual Check-in <p><u>Teaching & Learning for School Improvement: Live Webinar</u></p> <ul style="list-style-type: none"> • Reporting Data to School Boards and Community <p><u>Create, Revise and Monitor Plan, as well as, Teaching & Learning for School Improvement</u></p> <ul style="list-style-type: none"> • End of Year Summary Reports

**EXHIBIT B
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget through June 30, 2020)

Project Oversight and DOE Collaboration			
	Qty	Cost	Total
Initial planning work session with DOE leadership team (1 day, 2 team members)	2	\$2,000	\$4,000
Bi-weekly virtual meetings with DOE leadership team (2 hour meetings, months 2-16)	30	\$500	\$15,000
Quarterly Report of school progress to bureau (5 quarters)	6	\$300	\$1,800
Monthly DOE leadership reports	16	\$100	\$1,600
Priority 1: Provide technical assistance in preparing improvement plans based on a comprehensive diagnostic review in at least four domains: (1) leadership; (2) talent development (3) instructional transformation; and (4) school culture.			
Year 1	Qty	Cost	Total
<i>Document, Review and Adjust Improvement Templates</i>			
Internal Development (2 full days) - 2 trainers	2	\$2,400	\$4,800
Review with DOE (2 half days) - 2 trainers	2	\$1,500	\$3,000
Develop & Send ESP Survey (to add to diagnostic)	1	\$1,200	\$1,200
Year 2			
Review Inputs (Diagnostic, Assessment Results, PD Master Plan, ESP Survey) Develop Draft Plan - 2 days per school	12	\$2,400	\$28,800
Virtual Introductory Meeting (Apr Intro and May Interview)	24	\$500	\$12,000
Revise Draft Plan	12	\$500	\$6,000
CSI Best Practices ½ Day Kickoff: (4 trainers)	4	\$1,200	\$4,800
Data Dive Prep and Materials	1	\$6,000	\$6,000
Half-day on-site sessions with each school - review highlights of draft plan and gain their input to revise plan	12	\$750	\$9,000
Revise Draft Plan	12	\$500	\$6,000
3 collaborative half-day sessions (6 trainers) - 6 schools in AM, 6 PM - "Drafting School Improvement Plans" - "Incorporate Culture and Climate Findings" - "Incorporate Evident Based Practice Findings"	18	\$1,200	\$21,600
Collaborative day materials and prep	3	\$2,000	\$6,000

Contract between Demonstrated Success, LLC and New Hampshire Department of Education

Contractor Initial *MS*
Date 2-28-19

Monthly Phone Check-ins: 8 months (planning and review)	96	\$200	\$19,200
2 half-day on-site sessions with each school - Review Improvement Plans and Action Plans - Policy and Contract Plan Modifications	24	\$750	\$18,000
Webinars (included in consortium below)		N/A	
Priority 2: Increase the LEA and schools access to knowledge, evidence-based practices, turnaround expertise and resources that support implementation.			
	Qty	Cost	Total
Consortium membership for approximately 12 schools - CSI Best Practices: Climate and Culture, Building - CSI Best Practices: Personalized Learning and Evidenced Based Strategies - CSI Best Practices: NH SAS Data Dive, Topic TBD	12	\$3,500	\$42,000
Monthly webinars (included in consortium)	18	N/A	
CSI School Site meetings for every PLC team at each CSI school (12 schools, 3 days each school)	36	\$1,200	\$43,200
Priority 3: Facilitate the engagement of families and communities in improvement conversations and action planning for change and sustainability.			
	Qty	Cost	Total
Consortium workshop - climate & culture survey	1	N/A	
ESP Tool and Survey Administration and Reporting	12	\$495	\$5,940
Survey Analysis	12	\$1,200	\$14,400
Half Day collaborative workshop - climate & culture review	1	N/A	
Priority 4: Provide technical assistance in reviewing and using data to guide improvement strategies. (Note: Costs are included in prior priorities.)			
	Qty	Cost	Total
Consortium membership for approximately 12 schools	12	N/A	
Monthly webinars (included in consortium)	18	N/A	
CSI School Site meetings for every PLC team at each CSI school (12 schools, 3 days each school)	36	N/A	
Priority 5: Provide guidance and technical assistance regarding evidence-based practices for personalized learning. Note: Costs are already included in consortium membership.			
	Qty	Cost	Total
CSI Consortium Full Workshops	1	N/A	
CSI School Site meetings for every PLC team at each CSI school	12	N/A	
Live Webinars	18	N/A	

Priority 6: Examine LEA policies and resource allocation processes to make recommendations that will increase operational flexibility for principals to support school turnaround plans in key areas and support sustainability efforts for continuous improvement.

	Qty	Cost	Total
Half-day on-site sessions with each school	3	N/A	
Consortium Workshops	1	N/A	
Collaborative workshops	3	N/A	
Virtual School Meetings	8	N/A	
CSI Best Practices: Targeted Workshop - Policies and Contracts	1	\$8,000	\$8,000

Priority 7: Provide technical assistance through trainings and workshops (statewide/regionally) to Targeted Support and Improvement (TSI) schools with a focus on closing achievement gaps through innovative and personalized learning strategies.

	Qty	Cost	Total
TSI Best Practices: Targeted Workshop - TSI Best Practices (2 half-day workshops, 3 trainers)	1	\$7,460	\$7,460
Monthly Webinars (6)	6	N/A	
Knowledge Base and Resources	1	N/A	

Priority 8: Demonstrate the effectiveness of the project in achieving the Purposes and Priorities of this RFP through 1.0 Minimum Requirements and 2.0 Services to be Provided including project evaluation, reporting and monitoring.

	Qty	Cost	Total
Review of Improvement Plans	12	\$200	\$2,400
Review of Baseline Results	12	\$250	\$3,000
Analysis of Consolidated ESSA Indicators (No charge if indicators available)	12	N/A	
Perception Survey (for each school, cost of ESP included above)	12	\$200	\$2,400
Review of School SMART goals	12	\$200	\$2,400
Focus Group Sessions (included in Consortium)	3	N/A	
Total			\$300,000

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 \$300,000.00.

Funding Source: Funds to support this request are available in the account titled Title I Compensatory Education for FY 19, and are anticipated to be available in FY 20, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

	<u>FY 19</u>	<u>FY 20</u> <i>MJ</i> 4-10-19
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$60,000.00	\$240,000.00

06-56-56-562010-25090000-072-509073 Contracts-----
Method of Payment: Payment is to be made bi-monthly on the basis of invoices which are supported by a summary of activities that have taken place aligned to the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Julie Couch
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initial *MJ*
Date *2-23-19*

Exhibit C

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

Contractor is exempt from providing 15. Workers' Compensation insurance as a sole proprietor with no employees.

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MD*
Date *2/23/19*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials MA
Date 2/28/19

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor initials MS
Date 2.28.09

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality**Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials MA
Date 2/7/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials *ML*
Date *2/28/19*

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEMONSTRATED SUCCESS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717760

Certificate Number: 0004399528



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

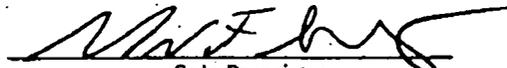
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Michael F. Schwartz, as a Sole Proprietor of my Limited Liability Company, Demonstrated Success, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Demonstrated Success, LLC.

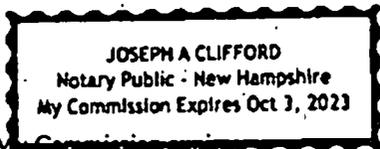
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Limited Liability Company this 28 day of February, 2019.


Sole Proprietor

STATE OF New Hampshire
COUNTY OF Roussignan

On this the 28th day of February, 2019, before me, Michael F. Schwartz the undersigned Officer, personally appeared, Michael F. Schwartz who acknowledged himself to be the Sole Proprietor of Demonstrated Success, LLC, a Limited Liability Company, and that he, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Proprietor.

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




Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

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MICHAEL SCHWARTZ

Education

University of New Hampshire, Durham, NH
PhD Education - Leadership and Policy, 2014

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

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

Professional Background

Demonstrated Success, Rye, NH (2015-present)

Community & School Partners, Rye, NH (2002-present)

New Hampshire Department of Education, Concord, NH

- Lead development of Educator Evaluation System and related Processes
- Support of PACE (Performance Assessment of Competency Education) Initiative
 - Lead efforts for data collection and exchange
 - Provided school support
- Providing support and guidance for SLDS grant.
 - Provide oversight for grant outcomes.
 - Developed Learning Paths (on-line courses) as part of professional development offerings.
 - Help lead effort to implement NH Networks – an on-line social network.
- Leading i.4.see initiative – Initiative for School Empowerment and Excellence
 - Co-directing effort to implement data driven decision system to help district and school educators use data to inform instruction.
 - Leading effort to implement state-wide effort to collect student level data
 - Solution includes high degree of data validation and verification
 - Solution includes components from data definition and collection to data use and analysis
 - Co-directing effort to build education research group of NH state-wide researchers.
 - Working with legislators and DOE cabinet to create support and integrate within agency
 - Assisting efforts to expand P-12 student level collection to include early childhood and postsecondary institutions.
- Providing guidance in recruitment and licensing of educators

- Assisting with development of new Education Information System including NCLB requirements, as well as, teacher and course information.

Massachusetts Department of Education, Malden, MA (200-2002)

Consultant

- Lead role reviewing and implementing Certification Regulations
 - Organized and performed regulation reviews.
 - Led proposal effort and secured multi-million dollar grant for on-line educator certification and recruitment system.
 - Directed efforts of a \$2.6 million system to recruit and certify educators as well as approve educator preparation programs. This program received the national NASCIO award for Government to Citizen programs.
- Led efforts to promote educator programs and recruit prospective educators.
 - Led efforts to leverage technology to attract, recruit and retain the best educators in Massachusetts.
 - Improved program application process to select best and brightest prospective educators into select programs.
 - Recruited prospective educators from universities across the country and promoted alternative certification programs.
- Led efforts to uncover marketing mechanisms to recruit educators.
 - Compiled program brochure to market state incentive and support programs for educators.
 - Leveraged internet to reach out to prospective and current educators.

Accenture, Atlanta, GA and Boston, MA (1989-2000)

Strategy and Technology Consultant

- Defined management and development procedures for internal operations.
 - Helped develop new implementation methodology and led team to rollout new methodology as part of a global deployment reaching 8,000 people and directing \$1.5 billion in revenue.
 - Worked with executives across Europe, Asia-Pacific and South America to implement new methodology.
 - Developed corporate policies and incentives to assist in the acquisition of the new methods.
 - Lead manager of team implementing continuous improvement study to improve policies and procedures.
 - Recommendations directed the work of 60,000 employees on client engagements in 45 countries.
- Managed and led team efforts in a variety of environments.
 - Managed teams of more than 30, aligning team efforts for common vision.
 - Throughout many management efforts, maintained a continuous focus on quality improvements.
 - Emphasized team dynamics: encouraged sharing of knowledge, focused on both individual and team goals, and developed mentoring program to accelerate skill development.
 - Nominated for Mentor of the Year and received award for Recruiter of the Year.
- Led many strategy and technology change programs.

- Worked with senior managers from Fortune 100 clients providing expertise to series of strategy and technology development initiatives (clients included Delta Air Lines, International Paper, Georgia Pacific, Holiday Inn...)
- Project recovery: brought into fledgling technology development effort to guide a critical business implementation.
- Programs included such activities as managing teams of more than 30, delivering complex technology implementation, leading change management activities and delivering processing changes providing over \$5 million in benefits.

IBM Advanced Education Systems, Atlanta, GA (1986-1988)

Education Technology Representative

- Worked on team marketing educational and literacy products. Developed customer relationship management system. Products were early generation of interactive video used for a variety of training environments from physician education to inmate literacy programs.

Other Related Experience

- Member and Chairperson, Rye School Board
- Leadership for New Hampshire
- Rye Education Foundation – Board Member / Grants Committee
- Software Development – All aspects of development from design to programming; from database development to training

So Many Educational Service Providers, So Little Evidence

COBY V. MEYERS and BRYAN A. VANGRONIGEN
University of Virginia

More than 15 years after the passage of No Child Left Behind, billions of dollars have been spent on school-turnaround policies and initiatives. Yet, this growing "school improvement industry" has received surprisingly little consideration. This study is an initial effort to begin to better understand this industry's supply side. We use qualitative research techniques to analyze the websites of 151 school-turnaround providers that have been endorsed, either directly or indirectly, by 13 state education agencies with publicly available lists of providers. In addition, we conduct a systematic review of the research evidence behind each provider, finding that the types of providers and the services that they purport offering vary considerably. Approximately 50% of providers indicate being research based, but 11% have evidence of impact on student achievement outcomes generally, and only 5% in turnaround contexts specifically. We consider several tensions in policy and practice that arise from this research.

The No Child Left Behind (NCLB) Act of 2001, P.L. 107-110, 20 U.S.C. § 6319 (2002), reauthorized the Elementary and Secondary Education Act of 1965 by building on growing state support for school accountability (Hanushek and Raymond 2005). NCLB ushered in a new era of education in the United States, prioritizing the improvement of low-performing schools and closing achievement gaps between demographic groups. Specifically, Title I of NCLB earmarked provisions for serving disadvantaged students and introducing standards-based education reform set on the foundations of high, measurable expectations for all students. Subsequently, billions of federal dollars have been spent on initiatives intended to rapidly increase—or turn around—student achievement in the nation's lowest performing schools. As of 2013, these School Improvement Grants (SIGs) were awarded to more than 1,600 schools (Hurlburt et al. 2012) and inspired similar state and local policy initiatives, all focused on sub-

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So Many Providers, So Little Evidence

stantial, rapid increases in student English language arts (ELA) and mathematics achievement outcomes.¹

Examples of turnaround policy success exist at the state level (e.g., Dec 2012; LiCalsi et al. 2015) and the local level (e.g., de la Torre et al. 2013; Strunk et al. 2016). However, studies typically with more methodologically rigorous standards and nationally representative samples have been less positive (e.g., Aladjem et al. 2010; Le Floch et al. 2016); for example, Stuit (2010) asked whether failing schools are "immortal." Indeed, rapidly improving traditionally low-performing schools is difficult work (Duke 2015).

School turnaround is challenging for many reasons. External factors such as poverty, low levels of parent education, and home structure matter (Berliner 2006, 2009; Murphy and Meyers 2008). Systemic inconsistencies and weaknesses, including political challenges and a lack of or uneven district support, curtail school capacity to change (e.g., Finnigan and Stewart 2009). Challenges within chronically low-performing schools, such as inexperienced administrators and teachers, also hinder turnaround efforts (Duke 2015). The recent use of the term "turnaround" and its implications continue to result in practical limitations, too, such as knowing what actually constitutes a successful turnaround (Trujillo and Renée 2015). Each of these strands continues to be a challenge for practitioners, policy makers, and researchers. None of the challenges are especially new or different, but shifts in federal requirements and increases in funding to address these challenges have created considerable space for educational service providers to operate.

The substantial federal funding response appears to have spurred a considerable number of turnaround providers (often dubbed "external providers," or "providers" for short). Some of these providers repurposed their original business models to align with federal mandates, state and local contexts, or both. Others were created seemingly in response to the federal funding opportunity (Dillon 2010). Given that many state education agencies (SEAs) have traditionally played a passive role in school improvement and reform efforts (e.g., Manna

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2010; Massell 1998), the emergence of a "school improvement industry" (Rowan 2002, 283) should not be surprising. However, almost no research or scholarship on providers exists. Some of our foundational knowledge in this space comes from news reporters, not scholars (e.g., Dillon 2010; Emma 2015). We know little about (1) the extent to which the providers assisting with school turnaround actually have evidence supporting their theories of action and (2) whether they can develop the levels of sophistication necessary to provide districts and schools with meaningful turnaround assistance. The limited number of achieved, sustained turnarounds nationally (e.g., Le Floch et al. 2016; Meyers et al. 2012; Stuit 2010) suggests that, collectively, these providers have been unable to generate success with their partner districts and schools.

In this study, we use qualitative research techniques to conduct a rigorous, sophisticated analysis of the websites of 151 providers endorsed, either directly or indirectly, by the 13 SEAs with publicly available turnaround provider lists and conduct a systematic review of the research evidence behind each provider. Given how recent the turnaround landscape is, we were curious to learn the extent to which SEA-endorsed providers vary in the services they offer, how they offer them, whether their programs are research based, and how many actually have empirical evidence of impact on student achievement. To close, we consider the ramifications of relying on providers with empirical evidence in the realm of school turnaround as education transitions to the new world of the Every Student Succeeds Act (ESSA) of 2015, Pub. L. No. 114-95 § 114 Stat. 1177 (2015–2016), which continues to place a premium on these providers to support district and school-turnaround initiatives.

Research Questions

The school-turnaround context remains unclear in many ways, including how best to make rapid student achievement gains in schools that have not seen success in years and whether such drastic improvement can be scaled. But since NCLB's enactment, federal policy has prioritized increasing student achievement outcomes for students in low-performing schools. Recent federal turnaround policy (e.g., SIG) only expedited such efforts, and ESSA reinforces that such a focus on student achievement outcomes will continue. Moreover, these policies have consistently funded states, districts, and schools to employ providers to assist with or even lead turnaround efforts—and providers have become a clear part of the fabric of US public education. SEAs and districts have received significant funding for these partners in recent years to overcome some of their own capacity limitations (Massell 1998; Tannenbaum et al. 2015; VanGronigen and Meyers, 2017). To date, though, little scholarship has considered what these providers actually offer, how they offer their services, whether their services are based

So Many Providers, So Little Evidence

on research, or if they have evidence that what they do positively affects student achievement. What providers offer, how their services are developed and marketed, and whether those services have foundations in research or evidence of impact have meaningful implications for SEAs, districts, and schools. Several issues in need of alignment—specifically, the fit between local context and provider services—have yet to be analyzed systematically. This study is an initial effort to better understand the supply side of the school-improvement-industry equation.

It is important to note that when we discuss providers as being “research based,” we mean that their theories of action or services are informed by systematic, empirical methods and rigorous data analyses from the educational disciplines in which they work. These foundations are not necessarily limited to the actual provider. For example, an extended learning provider’s initial theory of action could, and probably should, be informed by the body of research on extended learning. When we discuss providers as having “evidence of impact,” however, our focus shifts to whether there is experimental or quasi-experimental research on the provider’s impact on student achievement outcomes.

In this study, we ask the following three research questions:

1. What types of turnaround providers are endorsed by SEAs?
2. In what areas do SEA-endorsed turnaround providers claim expertise? That is, what services do they offer to schools? (a) Are the services offered research based? (b) Are the services offered customizable?
3. To what extent do SEA-endorsed turnaround providers have evidence that the services they provide positively impact student achievement?

In answering these questions, we provide initial insight into the types of providers that some SEAs have endorsed in recent years. This insight raises more questions about expectations of and regulations for SEAs and districts as they vet and endorse providers in this critical work to improve student achievement outcomes in many of the nation’s lowest performing schools.

Setting the Stage

The recent rise of providers to lead or supplement reform efforts has been substantial, especially in conjunction with the school-turnaround reform initiative that was bolstered by unprecedented levels of federal funding. School reform has been a relatively constant theme in US education since at least President Reagan’s National Commission on Excellence in Education (1983) produced the report *A Nation at Risk*, which asserted that US public schools were, at the time, failing. As a result, several reform efforts, including comprehensive school re-

form and standards-based accountability, have promoted new aspirational ways to substantially improve academic outcomes for students. Throughout the accompanying policy churn, SEAs have been increasingly tasked with expanding their roles, despite often lacking the capacity to do so effectively. We turn now to discuss further each of these relevant linked strands of the research and policy literature.

So Much Reform, So Little Change

The title of Charles Payne's (2008) frank book on the history of urban school reform, *So Much Reform, So Little Change*, sets the stage for this study. The literature on K–12 school improvement and school reform efforts in the United States is extensive, dating back at least to the 1920s when Samuel Brooks (1922), then superintendent of schools in Winchester, New Hampshire, suggested standardized testing as a way to improve schools. Nearly a century later, a range of unobtrusive and intrusive strategies have been employed to improve or reform public schools, especially in urban areas (Hess 1999). School reform has been on the public policy agenda for some time, with Larry Cuban (1990) noting how “public officials’ eagerness to reform schools has continued unabated in this century, especially since World War II” (3). *School turnaround*, which we define as the rapid improvement of student achievement in low-performing schools (VanGronigen and Meyers, 2017), is just one of the more recent strategies.

Despite reforms being implemented “again, again, and again” (Cuban 1990, 3), Payne (2008) and many others (e.g., Elmore 2004) lament that not much has changed: thousands of US schools remain trapped in a seemingly endless cycle of failure—some because of their own doing and others because of larger community and institutional forces (Berliner 2009; Ogbu 2003). However, it is not for a lack of trying, as there has been no shortage of effort to aid the country’s lowest performing schools (Datnow 2000, 2005; Hess 2004; Tyack and Cuban 1995). As Duke (2016) asserts, though, the ground beneath any school reform policy is “always shifting” (xiii). This constant instability has, at least in part, prevented the United States from developing a coherent and unified approach to improvement and reform—and in the absence of such a plan, schools, districts, and the federal and state governments have devised and implemented their own ways to improve or reform schools.

Holding Low-Performing Schools Accountable

Margaret Placier (1993) notes how modern school improvement and school reform efforts are rooted in the 1983 publication of *A Nation at Risk*. The report

So Many Providers, So Little Evidence

asserted that a rising tide of mediocrity in schools threatened the country's future, and at the time, the US Congress left it up to states to devise their own solutions to stem the rising tide, which led to the creation of a variety of accountability systems that ranged in depth, scope, and strength. In their study of such systems, Hanushek and Raymond (2005) categorized post-*Nation at Risk* accountability policies as either "report card" or "consequential." *Report card* states published school-level test-performance data, whereas *consequential* states published performance data and attached consequences to school performance (Hanushek and Raymond 2005). By the turn of the millennium, 25 states had a consequential system in place with "meaningful sanctions" (Dec and Jacob 2011, 425) for low-performing schools.

In 1998, the federal government established the Comprehensive School Reform (CSR) program, which provided low-performing schools with up to 3 years of grant funds to implement holistic school reform efforts using scientifically researched strategies and methods (Datnow 2000). In 2001, the federal government, in passing NCLB, increased its investment in low-performing schools. Language in Title I of NCLB, in particular, provided several financial supports for school improvement and reform efforts in addition to the CSR program. Such investment came at a cost, as the law—for the first time in history—permitted states to close schools that did not meet performance benchmarks for 5 consecutive years. This established a sense of urgency for school improvement and reform efforts, leading Johnson (2013) to contend that NCLB-era accountability policies advocated "shock therapy" (232) for low-performing schools.

A definitive timeline for success and the threat of closure did not comport with the more incremental approaches to school improvement and reform associated with CSR and Title I supports, perhaps leading some scholars to identify "school turnaround" as the key term to describe NCLB-era school improvement efforts (e.g., Duke 2016). Indeed, although a few cases saw success, evaluations (e.g., Berends et al. 2002; Orland 2011) found the programs to be largely ineffective in bolstering low-performing schools. In response, the federal government phased out the CSR program in favor of the SIG program. Congress first appropriated funds in 2007 but injected an additional \$3.5 billion via the American Recovery and Reinvestment Act (ARRA, or "the stimulus bill") of 2009, Pub. L. No. 111-5, 123 Stat. 115, 516 (2009). Under SIG, low-performing schools could receive up to \$3.5 million over 3 years if they adopted one of four intervention models: closure, restart, transformation, or turnaround:

- Closure: The school is closed and its students transferred to higher-achieving schools in the district.
- Restart: The school is converted or closed, then reopened under a charter school operator, charter management organization, or education management organization.

- Transformation: The school's principal is fired; a principal and teacher-evaluation system based on student achievement and other measures, as well as rewards and sanctions for principals and teachers, must be developed; strategies for teacher recruitment, retention, and professional development must be implemented; a series of structural and curricular changes must be made.
- Turnaround: The school's principal and all teachers are fired. The new principal, using newly granted flexibility, can rehire up to 50 percent of the original teachers along with new staff. (Trujillo and Renée 2015, 6)

These aggressive intervention models held schools, and especially their principals, accountable for rapidly increasing—or turning around—student achievement (Le Floch et al. 2016).

State Capacity to Champion Turnaround

Many SEAs did not have the necessary capacity to take on their new NCLB-era turnaround caseloads, a reality dating back to the rise of state standardized assessments in the mid-1990s (Manna 2010; Tannenbaum et al. 2015). SEA reform strategies were highly decentralized, often resulting in partnerships with providers to work with low-performing schools (Massell 1998). A combination of limited state and district capacity and an increase in spending on school improvement and reform efforts started to create, in Rowan's (2002) words, "the school improvement industry" (283). Indeed, at the time NCLB was passed, SEAs were playing a relatively passive role—that of a compliance monitor (Murphy and Hill 2011). NCLB's requirements, however, necessitated states taking a more active role to improve schools, even if SEAs were not always prepared to do so effectively (Minnici and Hill 2007).

Recently, 80% of SEAs reported lacking sufficient expertise to support turnaround schools (Tannenbaum et al. 2015). Regardless of the ARRA-stipulated intervention a school selected, it still needed to be implemented—and by the first round of ARRA-funded SIG awards in 2010, nearly half of US states still lacked the capacity to help low-performing schools rapidly improve (Manna 2010; Minnici and Hill 2007). In response, many SEAs have turned to strategies that engage "nonsystem actors" (Russell et al. 2014, 94), which pose a different set of capacity challenges, including the ability to manage a "larger and more diverse network" of system (i.e., state) actors and these nonsystem actors. Consequently, because states did not have the capacity, schools and districts were on their own, so they reached out to the school-improvement industry for help.

Eager to fill the capacity void created by states, providers offered services that ranged from small-scale budget consulting (Kowal and Arkin 2005) to taking

So Many Providers, So Little Evidence

over and running entire schools (Zimmer et al. 2017). Every year, new providers opened up shop to sell their services, but some, as Dillon (2010) found, appeared to have little or no expertise or experience in rapidly turning around persistently low-performing schools. Investigating these providers is an essential first element of the due diligence needed to evaluate how limited federal and state funds have been and continue to be spent on improving low-performing schools.

Prominence of Providers

We recently conducted another study (VanGronigen and Meyers, 2017) in which we reviewed publicly available documents specific to turnaround for all 50 states and Washington, DC, to identify and classify the overarching administration models that SEAs have devised to help turn around their low-performing schools. We found that only five states—all of which can be classified as mostly rural, geographically small, or both—operationalized turnaround efforts completely internally. In other words, 45 states and the District of Columbia involve providers to varying degrees in their attempts to lead, assist, or coordinate school-turnaround efforts. In fact, we found that eight states moved turnaround forward completely externally, relying solely on providers to work with their lowest performing schools.

Such reliance on providers to partner with or lead school-turnaround initiatives seems to assume that the providers can offer services that matter and have evidence of impact. However, our initial foray into SEA documents resulted in few examples of states explicitly requiring providers to demonstrate empirical evidence of success before working with low-performing schools (see LiCalsi et al. [2015] for an example of Massachusetts, which has a clearly articulated plan that leverages evidence-based providers). A more general review of school-turnaround research and policy literature revealed only one study that endeavored to understand and compare state policies regarding provider evidence (Klute et al. 2016), and its focus was limited to efforts aligned with SIG models of school turnaround (e.g., closure, restart, transformation, turnaround) as opposed to the successes of provider interventions. In ESSA, the federal government continues to expect providers to demonstrate evidence of impact when working with low-performing schools (Herman et al. 2016). Thus, understanding how states responded to SIG mandates that are, in spirit, similar to those in ESSA could provide important policy and practice lessons going forward. More broadly, this research provides insight into what happens when the federal government, states, and districts put in place high-stakes accountability systems coupled with massive infusions of dollars and weak capacity.

Method

As noted, in related research, we analyzed publicly available documents from all 50 states and the District of Columbia to determine how SEAs responded to federal mandates to turn schools around (VanGronigen and Meyers, 2017). Only five states undertook turnaround efforts completely internally, and the remaining states and the District of Columbia engaged providers in the turnaround process to varying degrees. Of those, 13 states made their endorsed provider lists publicly available. The lists communicate how SEAs have administered school-turnaround efforts in federally designated priority schools. Three of the SEAs are designated as "external," suggesting that districts contract providers to handle all facets of turnaround efforts. One of the SEAs is designated as "hybrid-coordinate," suggesting that it coordinates efforts across organizations, but districts contract providers for primary strategy creation and implementation. Four SEAs are designated as "hybrid-assist," suggesting that SEA staff assists turnaround efforts, but districts contract providers for primary strategy creation and implementation. Four SEAs are designated as "hybrid-lead," suggesting that SEA staff lead turnaround efforts, although districts contract providers for supplementary strategy creation and implementation. Tennessee is identified as both hybrid-coordinate and hybrid-lead because districts within it have the option of choosing either the SEA or a provider to lead turnaround efforts. Thus, all classifications are present in the sample.

Moreover, the sample of states represent geographic, ethnic, and other diversity (see table 1). Most regions in the United States are represented. Student enrollment ranges from large (e.g., Illinois, with more than 2 million students) to small (e.g., West Virginia, with fewer than 300,000 students). More than 50% of students in Arizona and Nevada are minorities, whereas less than 20% of students in Utah and 10% of students in West Virginia are minorities. Poverty rates range from 37% to 62%. In addition, the percentage of students scoring at or above basic on the National Assessment of Educational Progress varies, including traditionally high-scoring Massachusetts. There is also a noticeable range in the number of providers identified by state, as five states have fewer than 10 endorsed providers (Wisconsin endorsing the fewest, with 4), whereas another five states have 24 or more endorsed providers (Michigan endorsing the most, with 35). Although the states in this study appear to be fairly representative of all states, we caution against generalizing to all because these are the only states to make their lists publicly available. Providing this access is pivotal to the study but also a clear differentiator between states. The extent to which this choice has practical implications for interpreting results is difficult to determine.

TABLE 1

Number of Providers Endorsed by Each State Included in this Study

State	Classification of SEA Administration Model	Providers (n)	Number of Providers Based within the State (%)	Total Students	% Minority	% FRL	NAEP Math at Proficiency or Above (%)	NAEP Reading at Proficiency or above (%)
Arizona	Hybrid-coordinate	29	13 (45)	1,111,695	55	n/a	38	30
Arkansas	Hybrid-assist	17	8 (47)	490,917	33	62	32	32
Colorado	Hybrid-assist	7	2 (29)	889,006	39	42	43	39
Illinois	Hybrid-assist	15	6 (40)	2,050,239	43	54	37	35
Massachusetts	Hybrid-lead	24	17 (71)	955,844	27	40	54	50
Michigan	Hybrid-lead	35	29 (83)	1,537,922	26	45	34	29
Missouri	Hybrid-assist	24	3 (13)	917,785	22	51	38	36
Nevada	External	28	1 (4)	459,189	52	52	32	29
Tennessee	Hybrid-lead, hybrid-coordinate	14	14 (100)	995,475	31	56	40	33
Utah	External	5	3 (60)	635,577	19	37	44	40
Virginia	Hybrid-lead	7	0 (0)	1,280,381	37	40	47	43
West Virginia	Hybrid-lead	6	3 (50)	280,310	6	46	33	30
Wisconsin	External	4	0 (0)	871,432	22	41	45	37

NOTE.—FRL = free or reduced-price lunch. We used the National Center for Education Statistics' *Elementary/Secondary Information System* (<https://nces.ed.gov/ipeds/data/elsi/tableGenerator.aspx>) to provide the number of total students and to calculate the percentages of minority students and those receiving FRL. The NAEP percentages of students at proficiency or above are for grade 4 students in 2015 and are from *The Nation's Report Card* (<https://www.nationsreportcard.gov/>).

*Determining Provider Type and Whether Providers Were
Research Based or Customizable*

In total, 151 providers were identified across the 13 sites, with 31 providers endorsed by multiple SEAs. We reviewed the content of each provider's website, and these sites varied considerably in depth-of-program and product descriptions and related information, including internally conducted studies and links or citations to externally conducted studies and evaluations. We first read the provider's "About" (or similar) web page to determine what type of provider the organization was and what services it offered. To determine provider type, we employed an inductive content analysis approach (Flo and Kyngäs 2008), which uses data analysis techniques akin to grounded theory's open coding scheme (Strauss and Corbin 1990) and constant comparative method (Glaser and Strauss 1967). These qualitative research methods endeavor to build a conceptual understanding of a phenomenon if a priori codes and hypotheses are insufficient.

One of us conducted preliminary coding of the website information to identify emerging themes of provider types. The second researcher then independently reviewed the websites using the initial emergent themes to confirm, disconfirm, or suggest alternative provider types or definitions or conceptualizations of those types. Of the providers studied, 19 did not have active websites. In those instances, we reviewed, if available, SEA records, research documents identified from our literature review, or both to make determinations about provider type, resulting in 141 providers for which we could determine type. Interrater reliability was 82% (15 of 141 providers). Coding differences resulted primarily from one of us identifying the provider as one type (e.g., consultancy service) while the other identified that one type plus another type (e.g., consultancy service and topic-specific services). Consequently, we decided to list all types identified by either of us under the assumption that SEA or district officials could also vary in their interpretations of provider type. The provider-type labels and definitions are provided in table 2.

We conducted a similar process to determine whether providers claimed to be research based. During initial coding, we realized there was some gradation in the ways that providers presented themselves, with some clearly demonstrating that some or all of their services were research based and others not making such claims. However, several providers more subtly indicated being research based without providing any additional information (e.g., providing links to research literature without actually referencing it). To honor this difference, we coded whether providers (1) were clearly research based, (2) intimated or suggested being research based, or (3) provided no evidence of being research based. Interrater reliability was 74% (107 of 140 providers).² We again elected to be inclusive, meaning that we resolved differences by giving the provider the

So Many Providers, So Little Evidence

TABLE 2

Provider Types and Definitions

Provider Type	Definition of Provider Type
Charter or educational mgmt. organization (CMO/EMO)	A management organization that operates a school or set of schools.
Comprehensive provider	An organization with the capacity to deliver on all various service requests while actively engaging the school on-site.
Consulting service	An organization or individuals who provide supports tailored to school or client needs.
Intervention model	An organization's core program with some potential flexibility designed to improve aspects of teaching, leading, or management of a school that theoretically will result in increased student achievement.
Resource provider	An organization that develops or facilitates the production of various resources for sale.
Special school or district	A school or district established by the district or state to deliver instruction, management, or other operations not typical of other schools or districts.
Student-level intervention	A supplemental program or intervention designed to accelerate student learning within a subject.
Student services	Programs or services offered to students outside of their typical school offerings and schedules.
Topic-specific services (e.g., most frequently prescriptive professional development services)	An organization that provides one or more professional development services for a limited number of topics. The services are mostly prescriptive.
Training or licensure program	An organization that provides alternative teacher or leader development programs that result in licensure.
Other	Various other ways organizations could advance educational missions.

benefit of the doubt (i.e., disagreement between a provider's having no research base or suggested research resulted in coding the provider as suggesting it was research based).

As we reviewed websites to determine provider types and whether service offerings were research based, we noticed multiple providers emphasizing their ability to meet school needs through customizable services. This resonated with us as something important to consider within our review of provider types, research-based offerings, and evidence of impact. Although addressing questions such as, "Are research-based providers less likely to offer customizable services?"

are beyond the scope of this article, we determined that at least a consideration of the extent to which providers were offering customizable services was worth tracking. Thus, we returned to the beginning of our list of providers and reviewed websites again to code for customizable services in the same vein as our research-based coding. Initial interrater reliability was 91% (128 of 140 providers).

Determining Provider Services Offered

In addition, we reviewed the provider websites to make determinations about the services they indicated providing. Because so little formal consideration has been given to providers to date, we initially adopted the following 15 service areas identified in the *Guide to Working with External Providers* (Hassel and Steiner 2012) as a priori codes: assessment strategies; classroom management; community involvement; curriculum components; data collection and analysis; instructional methods; leadership development; parent involvement; professional learning communities; reshaping of school culture; school governance; strategic planning; teacher recruitment, induction, and mentoring; technology evaluation systems; and use of technology. As we reviewed websites, we added five additional service areas to that list: coaching, extended learning time, literacy, mathematics and science, and professional development. This yielded a total of 20 potential provider service areas, and we did not attempt to parse them further (e.g., professional development specifically focused on literacy) but instead simply checked boxes if the information on the provider website was aligned with any of the 20 aforementioned service areas. Interrater reliability was 91% (2,502 of 2,760). Again, for coding differences, we assumed that if one of us identified a particular service area, then an SEA or district official might too, so we elected to keep all service-area codes.

Determining Provider Evidence

We also systematically identified and reviewed impact studies on each provider from 2001 through 2016. We searched for each of the 151 providers by name in three academic search engines (EBSCOHost, JSTOR, and ProQuest) and in multiple other journals either not included in the search engines (e.g., *Educational Evaluation and Policy Analysis*, *Teachers College Record*) or included only for selected years (e.g., *American Education Research Journal*, *American Journal of Education*). For large providers with many programs (e.g., Pearson), we also searched for products with the specific goal of increasing student ELA and mathematics achievement outcomes for students in grades 3–8 and 10 or 11 (i.e., NCLB-mandated grades for testing). The number of abstracts identified varied greatly

So Many Providers, So Little Evidence

by provider (ranging from 0 to approximately 750). We retrieved the full article or report when either (1) the abstract suggested that the study was a quantitative impact study of the provider or its product or (2) we could not clearly determine that the study was not a quantitative impact study. In addition, we reviewed the What Works Clearinghouse (WWC) website in case the provider or its products had already been evaluated there. We also searched each provider's website for any additional reports or studies that might not be published in academic journals.

Finally, we emailed providers with active websites to inform them of the study and to request any quantitative studies on their services that demonstrate impact on student achievement outcomes. We provided them with 3 weeks to respond to our request for any information, studies, links, or other documents related to research or evaluation of their programs. We received 22 email responses with reports and links. We also fielded several phone calls. From all of these communications, we added one provider to the list of providers with evidence of impact and made no change to the list of providers with evidence of impact in turnaround contexts. Providers without websites were not contacted because internet searches revealed them to be small consultancy groups, and nothing indicated that they are doing more than providing services on a small, local scale.

In this review, we analyzed only quantitative research on each provider. We defined *evidence* as a quantitative study that showed significant, positive impact on ELA or mathematics student achievement outcomes or on high school graduation rates and that could meet WWC (2015) standards, even with reservations. WWC is part of the Institute of Education Sciences—the US Department of Education's research wing—and was created to answer the question, "What works in education?" by systematically reviewing educational programs, products, practices, and policies. The first author is a certified WWC reviewer who evaluated the studies we identified as employing experimental or quasi-experimental methods to determine whether they could meet either of WWC's two evidence standards.³

It is important to note that our review of the studies is not a WWC endorsement. Moreover, some studies in this review that could have met WWC evidence standards did not actually provide all of the data necessary to make such a determination. Therefore, findings of evidence should be interpreted as findings that the provider could have evidence. We then made determinations about whether providers had evidence of impact in turnaround contexts. We conceptualize a *turnaround context* as a sample of schools clearly identifiable at baseline as low performing that made statistically significant student achievement gains in ELA or mathematics in 2 or 3 academic years, depending on study reporting. Thus, some providers who have evidence of impact in urban contexts or on teacher instruction at the district level might have practical implications for turnaround but would not fit our specific conceptualization. It is also important to note that our criteria, and those of the WWC, are con-

siderably more stringent than what state or local education agencies or policy makers would typically use. Their abilities to access and evaluate providers, much less conduct their own studies, are quite limited, especially given how many providers need review.

Results

Provider Types

Of the 141 providers for which we could determine provider type (as defined above and in table 2), the majority deliver consulting services (18%), topic-specific services (15%), or some combination of both (17%; see table 3). Another approximately 9% of providers combined topic-specific services with an additional offering, including an intervention model (e.g., Success for All), resources, student-level interventions, student services, or a training or licensure program. Nearly 8% of services were limited solely to student services, including extended school time and tutoring. More than 10% of endorsed providers were either management organizations (6%) or specific schools or districts (5%). There were only nine endorsed comprehensive providers (6%), but it is worth noting that five of them were endorsed in multiple states (American Institutes for Research in five states, Cambridge Education in five states, Catapult Learning in four states, Generation Ready in two states, and WestEd in three states).

Only about 25% of all providers clearly claimed that their services were research based, but nearly 28% of all providers suggested that they were research based; therefore, at most, 53% of the providers indicated that their services or products were research based. Only four (15%) of the consulting services providers—the most prominent provider type—clearly claimed to be research based, with only five more (19%) such organizations making such a claim indirectly. Nearly three quarters (71%) of topic-specific service providers, however, seemed to have some research informing their services. And, similarly, about 71% of providers that delivered both consulting and topic-specific services appeared to be research based. All providers delivering an intervention model were research based, but only four such providers were endorsed by SEAs. Seven of the nine (78%) comprehensive providers were research based.

Not surprisingly, the provider types that delivered consulting services more frequently promised customization of services: 73% of providers of consulting services and 88% of providers of combined consulting and topic-specific services offered service customization. Eight of the nine comprehensive providers also indicated that they provided customizable services. Topic-specific service providers appeared less flexible, however, as only 38% noted customizable services.

TABLE 3

Frequency of Provider Type Overall and by Claims to Be Research Based and to Provide Customizable Services

PROVIDER TYPE	n	CLAIM TO BE RESEARCH BASED			CLAIM TO PROVIDE CUSTOMIZABLE SERVICES		
		Clear Evidence	Intimated Evidence	Total	Clear Evidence	Intimated Evidence	Total
CMO/EMO	8 (5.7)	0 (0.0)	2 (25.0)	2 (25.0)	0 (0.0)	1 (12.5)	1 (12.5)
Comprehensive provider	9 (6.4)	4 (44.4)	3 (33.3)	7 (77.7)	8 (88.9)	0 (0.0)	8 (88.9)
Consulting service	26 (18.4)	4 (15.4)	5 (19.2)	9 (34.6)	17 (65.4)	2 (7.7)	19 (73.1)
Intervention model	4 (2.8)	2 (50.0)	2 (50.0)	4 (100.0)	2 (50.0)	0 (0.0)	2 (50.0)
Resource provider	3 (2.1)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)
Special school or district	7 (5.0)	0 (0.0)	1 (14.3)	1 (14.3)	0 (0.0)	0 (0.0)	0 (0.0)
Student-level intervention	2 (1.4)	1 (50.0)	0 (0.0)	1 (50.0)	2 (100.0)	0 (0.0)	2 (100.0)
Student services	11 (7.8)	3 (27.3)	2 (18.2)	7 (63.6)	4 (36.4)	1 (9.1)	5 (45.5)
Topic-specific services	21 (14.9)	6 (28.6)	9 (42.9)	15 (71.4)	7 (33.3)	1 (4.8)	8 (38.1)
Training or licensure program	2 (1.4)	1 (50.0)	1 (50.0)	2 (100.0)	0 (0.0)	0 (0.0)	0 (0.0)
Combination: CMO/EMO + consulting service	1 (0.7)	0 (0.0)	0 (0.0)	0 (0.0)	1 (100.0)	0 (0.0)	1 (100.0)

CMO/EMO + training or licensure program	1 (0.7)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)
Consulting service + resource provider	2 (1.4)	1 (50.0)	0 (0.0)	1 (50.0)	0 (0.0)	1 (50.0)	1 (50.0)
Consulting service + resource provider + topic-specific services	1 (0.7)	1 (100.0)	0 (0.0)	1 (100.0)	1 (100.0)	0 (0.0)	1 (100.0)
Consulting service + student services + topic-specific services	1 (0.7)	0 (0.0)	0 (0.0)	0 (0.0)	1 (100.0)	0 (0.0)	1 (100.0)
Consulting service + topic-specific services	24 (17.0)	9 (37.5)	8 (33.3)	17 (70.8)	16 (66.7)	5 (20.8)	21 (87.5)
Consulting services + training or licensure program	1 (0.7)	0 (0.0)	0 (0.0)	0 (0.0)	0 (0.0)	1 (100.0)	1 (100.0)
Intervention model + topic-specific services	2 (1.4)	1 (50.0)	1 (50.0)	2 (100.0)	1 (50.0)	1 (50.0)	2 (100.0)
Resource provider + student-level intervention	2 (1.4)	1 (50.0)	1 (50.0)	2 (100.0)	1 (50.0)	0 (0.0)	1 (50.0)
Resource provider + topic-specific services	3 (2.1)	0 (0.0)	1 (33.3)	1 (33.3)	0 (0.0)	1 (33.3)	1 (33.3)

Table 3 (Continued)

PROVIDER TYPE	n	CLAIM TO BE RESEARCH BASED			CLAIM TO PROVIDE CUSTOMIZABLE SERVICES		
		Clear Evidence	Intimated Evidence	Total	Clear Evidence	Intimated Evidence	Total
Student-level intervention + student services	1 (0.7)	0 (0.0)	1 (100.0)	1 (100.0)	0 (0.0)	0 (0.0)	0 (0.0)
Student-level intervention + topic-specific services	2 (1.4)	0 (0.0)	1 (50.0)	1 (50.0)	1 (50.0)	1 (50.0)	2 (100.0)
Student services + topic-specific services	2 (1.4)	1 (50.0)	0 (0.0)	1 (50.0)	0 (0.0)	1 (50.0)	1 (50.0)
Topic-specific services + training or licensure program	2 (1.4)	0 (0.0)	1 (50.0)	1 (50.0)	0 (0.0)	1 (50.0)	1 (50.0)
Other	3 (2.1)	0 (0.0)	0 (0.0)	0 (0.0)	2 (66.7)	0 (0.0)	2 (66.7)
Total	141 (100.0)	35 (24.8)	39 (27.7)	74 (52.5)	65 (46.1)	17 (12.1)	82 (58.2)

NOTE.—Percentages are in parentheses. CMO/EMO = charter/educational management organization. Ten providers did not have websites, and we could not retrieve any information from the respective state websites on them. The majority of these providers appear to be small consultancy firms, but we had no way to confirm this.

Overall, 58% of the providers suggested that they delivered at least some customizable services.

Provider Types by Location

Despite not being a specific research question of our study, it is worth highlighting how provider type varied by state. As shown in table 1, some SEAs endorsed only providers with office headquarters elsewhere (e.g., Virginia and Wisconsin). However, some SEAs mostly endorsed providers from within their respective states (e.g., 71% in Massachusetts and 83% in Michigan), and the Tennessee Department of Education endorsed only providers located within the state. We cannot speak to the rationale for these decisions, but the resultant lists of providers differ noticeably by state.

The Wisconsin Department of Public Instruction, for example, identified only four providers, but three of them are comprehensive providers that typically have more resources and capacity but whose programs are less prescriptive. The Massachusetts Department of Elementary and Secondary Education (MDESE) contracted several providers from or near Boston, most of which had evidence of impact on student achievement, delivered content in one of the SEA's priorities, or both. However, no providers headquartered in Arizona, Arkansas, and Michigan had evidence of impact. In fact, 16 of the 17 providers that did not have websites were located in either Arizona or Michigan. Collectively, this suggests that SEAs responded to federal mandates quite differently in their provider-vetting processes.

Services Offered

The number of services offered by the 120 providers we could analyze ranged from 1 to 19 (out of 20 possible service areas), with a mean of 6.2 and a median of 6 services offered. Although our results indicate that 11 (9%) of the providers offered only one service, most providers offered multiple services. In fact, 74 providers (62%) offered services in at least five service areas.

Providers most frequently offered services related to professional development, instructional methods, and leadership development. These were the only services offered by at least 60 providers (see fig. 1). In addition, at least 40 providers offered services related to assessment strategies, coaching, data collection and analysis, and strategic planning. Only classroom management,

So Many Providers, So Little Evidence

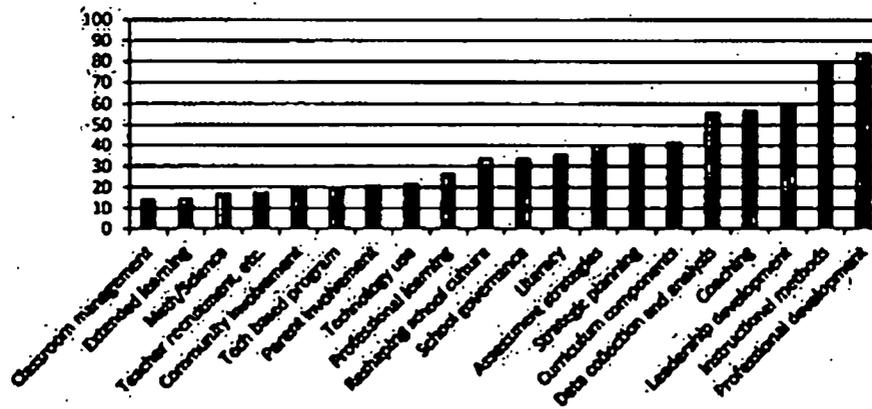


FIG. 1.—Frequency of offerings in the 20 service areas by providers included in this study.

community involvement, extended learning, math and science, and teacher recruitment and retention services were offered by fewer than 20 providers.

Evidence of Impact

Of the 151 providers identified for this study, only 17 (11%) had evidence of impact—experimental or quasi-experimental research showing significant student achievement outcomes such as test scores and attendance, graduation, and dropout rates. Of those, only seven (5%) had evidence of impact on student outcomes in samples focused on low-performing schools (i.e., turnaround contexts; see table 4). It is important to underscore that other providers with evidence of impact could have been providing services for schools with impoverished enrollments or low-achieving students in need of additional services, but the evaluations were not specific to rapidly improving student achievement in low-performing schools. Four of the seven providers offered some type of topic-specific services, two provided an intervention model, and the other was a charter management organization (CMO) contracted by a district. All seven providers with evidence of impact on student outcomes were research based, although only three provided customizable services (see table 5). The number of services that each of the seven providers focused on low-performing schools ranged from 2 to 10, not counting the CMO.

TABLE 4

Evidence of Impact Findings

Provider Type	Evidence of Impact	Evidence of Impact in Turnaround Contexts
CMO/EMO	KJPP	KJPP
Comprehensive provider	Institute for Student Achievement	...
Intervention model	Success for All, Talent Development Secondary	Success for All, Talent Development Secondary
Student-level intervention	Renaissance Learning (Accelerated Math and Reader)	...
Student services	Citizen Schools, City Year, LindaMood Bell	...
Topic-specific services	City Connects, eMINTS, Leading Educators	City Connects, eMINTS
Training or licensure program	Boston Teacher Residency	...
Combination:		
Intervention model + Topic-specific services	PLE	PLE
Resource provider + Student-level intervention	Houghton Mifflin (Read 180), McGraw-Hill Education (Building Blocks)	...
Student services + Topic-specific services	BELL	BELL
Topic-specific services + Consulting services	Southern Regional Education Board (Math-in-CTE)	...
Total	17 (11)	7 (5)

NOTE.—KJPP = Knowledge is Power Program. PLE = Darden/Curry Partnership for Leaders in Education. BELL = Building Educated Leaders for Life. Total percentages are in parentheses.

TABLE 5

Providers with Evidence of Impact in Turnaround Contexts

Provider	Provider Type	Research Based	Customizable	Service Areas
BELL	Student services + topic-specific services	Yes	Yes	Coaching, extended learning, literacy, professional development
City Connects	Topic-specific services	Yes	No	Data collection/analysis, instructional methods
eMINTS	Topic-specific services	Yes	Yes	Instructional methods, professional development; tech-based program
KIPP	CMO/EMO	Yes	No	None offered
PLE	Intervention model + topic-specific services	Yes	Yes	Assessment, coaching, curriculum, data collection/analysis, instructional methods, leadership development, professional development, school governance, strategic planning; teacher retention,
Success for All	Intervention model	Yes	No	Assessment strategies, coaching, data collection/analysis, instructional methods, literacy, math/science, professional development, reshaping school culture
Talent Development Secondary	Intervention model	Yes	No	Assessment, coaching, community involvement, curriculum, data collection/analysis, extended learning, instructional methods, literacy, parent involvement, professional development, reshaping school culture, strategic planning

* The overall KIPP model was not endorsed by any of the 13 SEAs. One SEA identified successful KIPP schools within it as potential exemplars or consultants, but KIPP schools do not advertise or market any specific services for other districts or schools.

Summary of Results

We have reported our research findings on providers endorsed, either directly or indirectly, by 13 SEAs. These findings suggest that provider types varied considerably, with consultancy groups and topic-specific service groups being the most common. It is worth reiterating that many providers were classified as multiple types, suggesting that they attempted to be flexible to meet various district and school needs. For example, many providers could be identified as providing either consulting services or topic-specific services. Flexibility seems to have been a priority for many providers, as nearly 60% indicated that they provided customizable services, and the average provider offered services in six service areas. In other words, many providers were offering services that spanned multiple service areas while providing customizable options either across or within those service areas.

Nevertheless, only about half of providers indicated that at least some of their service offerings were research based. In that vein, 11% of providers had any evidence of impact on student outcomes at all, with less than 5% of providers having clear evidence of impact on student achievement outcomes in turnaround contexts. Thus, it seems as though the providers endorsed by SEAs in this study are better characterized as offering multiple services and flexibility in how those services are or would be provided rather than offering services that are research based or that have evidence of impact.

Discussion

School turnaround—the rapid improvement of the nation’s lowest performing schools—has emerged as a critical educational movement (Herman et al. 2008) and federal initiative (Le Floch et al. 2016) in an effort to provide all students, regardless of background or neighborhood context, with equitable educational opportunities. Since NCLB’s passage, the primary determinant of school success has been student proficiency and growth in ELA and mathematics (plus graduation rates for high schools). SIG funding solidified this expectation by identifying the lowest performing schools based on persistently low test scores and identifying successful turnarounds based on substantial increases to those test scores (Hurlburt et al. 2012).

That we would initially assess providers by similar measurable outcomes is hardly surprising, as the identification of low-performing schools and turnaround successes by test scores simplifies evaluation. Quantitative methods also suggest a clearer sense of what works, or at least what has worked in certain circumstances, by producing results that educators might accept as generaliz-

So Many Providers, So Little Evidence

able even if an evaluation is bounded by time, place, and other contexts. Moreover, evidence of impact becomes binary, which, on the surface, appears practically useful for funders, policy makers, and practitioners because they can quickly identify programs or products that check the box for having evidence. Yet tensions in policy and practice and holes in research persist. We turn now to implications for each.

Implications for Policy and Practice

This study focused on the narrow policy of school turnaround, but our results offer broader implications for school improvement and school reform efforts, particularly in how evidence is used in education policy-making. Federal legislation, such as NCLB and ESSA, has created a demand for evidence-based services, but our results suggest that states have not prioritized evidence of impact when endorsing providers to work in their schools and districts. Of all the providers endorsed across our sample of 13 states, only about 10% had any evidence of impact, and only about 5% had evidence of impact specifically in turnaround contexts. Approximately half of the providers we examined in this study (about 75 of 151) do not even suggest that they are research based. In other words, a near majority of providers do not explicitly link their theories of action or their conceptual foundations—if they have any—to research in the areas they purport to service. Collectively, these results compel us to ask two questions: (1) Are there even enough evidence-based providers to meet federal policy demands? (2) If there were enough evidence-based providers, would states require, or at least prioritize, schools and districts to use them?

The federal transition from NCLB and SIG to ESSA seems like an appropriate step because part of the funding set aside for providers requires programs to be undergirded by promising correlational evidence (tier III) or to be theoretically driven by a research base (tier IV; Herman et al. 2016). But our results suggest that even that step might not be enough to assure that all providers meet minimum federal evidence standards. Study results suggest that some provider types are more likely to claim to be evidence based, and perhaps they (e.g., intervention models or student-level interventions) are also easier to evaluate rigorously. Moreover, comprehensive providers, consultancy groups, and other organizations generally are designed to increase specific aspects of state and local capacity that are important but perhaps unlikely to result in short-term student achievement gains. For example, we learned in conversation that one consultancy group's primary purpose was to help a large, urban district organize its various provider partners to best deliver an array of services to schools, teachers, and students across varying contexts. These are potentially critical

contributions that federal policy could improve by appropriating funds and creating guidance for SEAs, districts, and providers to make informed decisions to improve systems.

At the state level, research indicates that many SEAs, despite shifting responsibilities, still lack the capacity to sufficiently lead turnaround initiatives (Fannenbaum et al. 2015), much less take over low-performing schools (Murphy and Hill 2011). The seemingly uneven SEA scrutiny of provider-impact evidence found in this study suggests to us that SEA capacity continues to be stretched thin, even as SEAs increasingly focus on creating partnerships with nonsystem actors to deliver technical assistance (Louis et al. 2010; Russell et al. 2014). Indeed, our results raise the question: Why might SEAs be willing to endorse providers that are not research based or that lack evidence of impact?

It could be that political forces might be preventing some SEAs from prioritizing impact evidence for turnaround initiatives specifically and school improvement and school reform efforts generally. Perhaps, as noted earlier, states may simply desire to keep business local by partnering with firms within their states. Also, one could surmise that SEA personnel (or others, e.g., state legislators on education committees) might know personally some of the local providers, as Goertz and colleagues (2013) found in their study on SEA officials' resourcefulness in building relationships with intermediary organizations (i.e., providers). Indeed, some providers that states endorse might have contextual knowledge of a state's schools; extant working relationships with district administrators, principals, and teachers; a local reputation; or some combination of these and other factors warranting an SEA endorsement despite a lack of evidence. Politics could be at play and, in some situations, may be disadvantaging schools and districts from partnering with the providers that are the most qualified and able to help.

Massachusetts offers an example of how an SEA can leverage vision and goals through its vetting and endorsement processes. MDESE developed a clear vision for school turnaround, improvement, and reform efforts, including, for example, extended school services as an area necessary for districts and schools to address. The department then required providers of those services to demonstrate evidence of impact on student achievement outcomes but, as our analyses suggest, not solely in turnaround contexts. Thus, MDESE did not pursue turnaround providers but rather providers of the specific components of its turnaround model. MDESE's example highlights a tension in policy and practice and in our research results. If an SEA has a clearly articulated turnaround vision, it might be able to strategically use providers to increase student achievement. An essential lesson from this seems to be that SEAs and districts should not relinquish to providers the responsibility of creating the overarching turnaround vision; the model a provider may create could lack crucial contextual understanding. Instead, SEAs and districts should provide the vision that guides the joint turnaround effort of schools and providers.

So Many Providers, So Little Evidence

Thus, we contend that SEAs and districts should map out their turnaround visions and then pursue providers that help realize that vision. As our results suggest, the number of providers and their offerings can be overwhelming in general, but especially so if SEAs fail to create an initial vision. Making informed decisions about which providers are most likely to drive the changes necessary for turnaround within a particular state context seems exceedingly difficult, especially given how few have evidence of impact and how many indicate having an ability to provide customizable services. Understanding the way forward before pursuing partnerships seems imperative (VanGronigen and Meyers, 2017). Moreover, under ESSA, the burden of vetting providers is slated to become an increasingly shared effort between SEAs and districts.

Implications for Research

This study underscores just how little the field knows about the supply side of the school-improvement industry, particularly from three angles: (1) states and SEAs, (2) providers, and (3) districts and schools.

Almost no research exists on how SEAs recruit, vet, endorse, or evaluate providers. The 13 states considered in this study varied considerably in how many providers were endorsed, the extent to which providers based their services on research or had evidence of impact, or how they fit within a state model to improve low-performing schools. There is a clear need to gain a more comprehensive and detailed understanding of how SEAs determine which providers to endorse and partner with. Given how few providers had evidence of impact and how many were not research based, a key question arises: What is the rationale for endorsing providers that lack evidence of impact? If SEAs are going to partner with providers to turn around, improve, or reform schools, better understanding of how states make process decisions and comparison of the results of such decisions appear imperative to more strategically identify providers who can deliver on services that advance state goals.

We have scant knowledge about how providers operate, identify potential state or local clients, and modify programs or services based on various contextual issues, including state or local partners. Moreover, we do not know why about half of the providers included in this study do not have any research foundation whatsoever or why the majority of providers do not appear to be pursuing impact evidence. These results suggest that there is a substantial need for more research on providers. What do they actually provide? Is what they provide aligned with actual SEA or district needs or educational goals? To what extent can providers actually deliver the many services they purport to offer? How do changes in policy, including the federal shift from NCLB and SIG to ESSA, affect provider goals and actions?

Research activity in these areas would increase external scrutiny of providers, which would result in another challenge: the potentially divergent incentives of providers, researchers, and evaluators. Perhaps the prevailing impact-evidence standards discourage some providers from permitting researchers and evaluators to assess effectiveness. Perhaps researchers and evaluators, who often have the wherewithal and knowledge to conduct studies that meet WWC requirements, examine providers that may be in competition with programs sponsored by their institutions or organizations. The work of news reporters (e.g., Dillon 2010; Emma 2015) sheds some light on providers and their goals and actions, but more research and scholarship on the topic are necessary to enhance our understanding of the provider landscape.

From the perspective of districts and schools, two research implications are of note. First, school-level officials (e.g., principals) are usually the personnel charged with implementing turnaround, improvement, or reform efforts. Work by Coburn and Talbert (2006) and others (e.g., Massell et al. 2012) examines how district, school, and SEA officials search for, interpret, and use evidence. However, with the school-improvement industry growing, how are educational leaders, particularly those in low-performing contexts, being prepared to work with providers? For school-level leaders with the autonomy to solicit and select providers, how do they go about doing so? Leaders of low-performing schools already face a multitude of challenges (e.g., Duke 2015), and the potentially consequential decision of which provider to hire can influence the outcomes of turnaround, improvement, or reform efforts for better or worse. A second implication centers on scholarship related to partnerships between research and practice: For those districts and schools working with providers, especially those sponsored by colleges or universities, what does the relationship look like? How does it evolve over time? Questions like these are more nuanced than the binary question posed by the WWC, but they are just as important.

The school-improvement industry, we suggest, has markedly influenced scores of low-performing schools—some positively and others negatively. Regardless, there is a dearth of research examining the supply side of this industry from the perspectives of states and SEAs; providers, researchers, and evaluators; and practitioners.

Conclusion

The questions on all fronts are numerous as we enter a space where most providers are assumed to be part of the solution, yet we know very little about when and how they actually affect organizational growth and increase student achievement. Nearly \$8 billion has been spent on SIG since 2007 (Emma 2015), with approximately \$6 billion going to states that permit schools and districts to

So Many Providers, So Little Evidence

use providers, but one big question lingers: What do we have to show for it? Indeed, the results of this study invite many more questions than answers. With billions of federal dollars poured into SIGs and a well-established school-improvement industry, this study's results suggest that federal mandates in this arena are largely irrelevant. Few providers have evidence of impact on student achievement, and the pool of possible providers and their services from which SEAs and districts can choose are murky. Providers now appear to be embedded in US education reform and school improvement, but their overall quality and fit are still relatively unknown.

Notes

1. SIGs are federal grants, under sec. 1003(g) of Title I of the Elementary and Secondary Education Act of 1965, to SEAs to use as competitive subgrants to local education agencies that demonstrate the greatest need for the funds.
2. We dropped one provider for these analyses because although we could determine its type from its Facebook page, we could not determine whether it was research based or customizable.
3. A WWC-certified reviewer participates in a 2-day training session. Afterward, the trainee must pass two tests. The first is a multiple-choice exam that covers WWC policies and review rules. The second is an applied test in which the trainee reviews an evaluation and completes the WWC forms as if he or she were reviewing the report. See the WWC website (<http://ies.ed.gov/ncee/wwc/>) for more information about WWC's process.

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So Many Providers, So Little Evidence

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