

MLC

104



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

August 30, 2022

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 RMC Research Corporation (Vendor Code 175710), Portsmouth, NH, in the amount of \$450,460 to conduct a research project including an analysis of New Hampshire standards for teaching reading and on Institutions of Higher Education Educator Preparation Programs, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds

Funds to support this request are available in FY 23 and anticipated to be available in FY 24 and FY 25 in the account titled ESSER III – ARP Act upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-562010-24370000-102-500731	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>Total</u>
Contracts for Program Services	\$321,000	\$95,000	\$34,460	\$450,460

**EXPLANATION**

A request for proposals was posted on the Department of Administrative Services and New Hampshire Department of Education (NHED) websites on April 25, 2022. The NHED was seeking proposals from qualified vendors to 1) analyze, compare, and report on New Hampshire Ed 500 and Ed 600 endorsement standards for teaching reading, 2) identify and disseminate best practices in meeting current standards at Institutes of Higher Education (IHEs) Educator Preparation Programs (EPPs), and 3) review and report on outcomes in EPPs.

Two proposals were received, reviewed, and rated (Attachment A) by an evaluation team consisting of a NHED Bureau of Educator Preparation and Higher Education administrator, a NH Dyslexia Specialist, a Curriculum, and Instruction Administrator from a NH school administrative unit, a NHED Bureau of Special Education Administrator, a NHED Office of Social and Emotional Wellness program specialist. The evaluation team recommended that RMC Research Corporation be awarded a contract.

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

RMC Research Corporation is a privately held professional services firm specializing in research and evaluation, technical assistance and consulting services, professional development, and product development in education and related fields. RMC's primary portfolio of work is in PreK-16 education, assisting educational leaders at the national, state, and local levels to learn and apply best practices to improve systems that lead to improved school and student outcomes. RMC is headquartered in New Hampshire and has decades of experience working with NHED and is deeply familiar with the state policies, procedures and regulations. RMC has an extensive portfolio of work in reading, including technical assistance, capacity building, research and evaluation and product development. RMC has conducted several types of school and program reviews, including Educator Preparation Programs, for other state education agencies.

RMC will conduct a research project for NHED to evaluate the reading standards and the NH Institutes of Higher Education Educator Preparation Programs. They will collect data and develop reporting plans to understand NH educator preparation performance that may be used to guide improvement and highlight effective practices. The purpose of this work is to increase capacity for providing and overseeing reading high quality and effective reading instruction and structured literacy based on the science of how children learn to read. The objective of this project is to improve student outcomes and overall academic achievement through prevention of and intervention for reading difficulties, and to identify pupils who struggle to read. This project is part of the NHED Lean into Literacy Initiative.

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

Respectfully submitted



Frank Edelblut  
Commissioner of Education

FE:mw:emr

**Attachment A**  
**Leaning Into Literacy:**  
**Building Statewide Capacity through Literacy Training**

**Proposal Criteria in the RFP**

<b>Priority #1: Methodology for analyzing the rigor and quality of endorsement standards and comparing standards on a national and international level</b>	25
<b>Priority #2: Methodology for identifying, evaluating, and reporting on best practices used by Educator Preparation Programs (EPPs)</b>	25
<b>Priority #3: Experience with writing and designing comprehensive reports including individual, confidential EPP reports for Institutions of Higher Education and public State Summary Report</b>	25
<b>Priority #4: Cost Summary</b>	25
<b>Total</b>	<b>100</b>

**Proposals Received (Listed Alphabetically)**

1. RMC Research Corporation
2. TNTP, Inc.

**Reviewer Scores**

	Stefanie K	Krishna D	Laura S	Heidi Z	Cheri M	Average
RMC Research Corporation	98	92	92	95	100	95.4
TNTP, Inc.	53	54	51	55	60	54.6

**Review Process**

Scoring review occurred on July 11, 2022. The proposal review panel consisted of the following individuals:

**Reviewer Qualifications**

Stefanie K. serves as the NH Department of Education's Student Wellness Coordinator for Southeast New Hampshire. Stefanie has served public education in NH for over 20 years in a variety of capacities, including as an ELA teacher, intern supervisor, graduate instructor in disciplinary literacy, and school board member. She is currently a PhD Candidate in Education Leadership & Policy.

Krishna D. is an Administrator for the Bureau of Special Education Support, Office of Special Programs for the NH Department of Education. Krishna has over 27 years of experience working in the education field in both direct service and as a NH state employee. In her most current role, she serves on many state leadership committees promoting education that is inclusive, responsive, efficient, and evidence-informed across all functional areas: governance, policy, financing, data, workforce development, and family involvement.

Laura S. has been in public education for over 20 years as a licensed educator and administrator. She has been at the Department of Education since May of 2019. In her current role, she oversees the administration of degree-granting authority for educator preparation programs for both public and private institutions of higher learning, collaborates with the Council for Teacher Education to advise the State Board of Education relative to professional educator preparation programs, and collaborates with the Higher Education Commission to recommend degree-granting approval.

Heidi Z. is a Curriculum Administrator and experienced Curriculum Specialist with a demonstrated history of working in the education management industry. She is skilled in K-12 Education, Instructional Design, Curriculum Development, Public Speaking, and Staff Development. She has a Master of Education (M.Ed.) focused on Early Childhood Education and Teaching.

Cheri M. has educated children with learning, physical and emotional disabilities in both the public and private sector for more than 25 years. In the public-school setting, Cheri implemented programming designed to provide direct instruction to dyslexic middle school students with a goal of reducing the dropout rate for that population. She recently earned the degree of Doctor of Education (Ed.D.) from New England College.

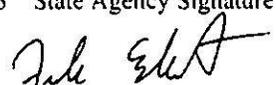
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name RMC Research Corporation		1.4 Contractor Address 1000 Market St., Portsmouth, NH 03801	
1.5 Contractor Phone Number 888-762-4200	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$450,460
1.9 Contracting Officer for State Agency Marcia McCaffrey, Education Consultant III		1.10 State Agency Telephone Number (603) 271-3193	
1.11 Contractor Signature   Date: 9/1/22		1.12 Name and Title of Contractor Signatory  Everett Barnes, Jr., President	
1.13 State Agency Signature   Date: 9/8/2022		1.14 Name and Title of State Agency Signatory  Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 9/8/2022 Elizabeth Brown, Attorney			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment: "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

Additional Exhibits D-G

**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).

Remove paragraph 12.2 of the P-37 Contract in its entirety and replace with "RMC Research Corporation (RMC) may subcontract with Boston University (BU), but nothing herein shall remove RMC's obligation to provide these services to the New Hampshire Department of Education."

## EXHIBIT B

### Scope of Services

RMC Research Corporation (Vendor Code 175710) will conduct a research project with analysis of Educator Preparation Programs (EPP) in New Hampshire relative to Standards for teaching reading effective upon Governor and Council approval through June 30, 2024. For the purpose of this agreement, the term "student" will refer to college students enrolled in Teacher Education Programs.

#### Phase I – Set-up (Upon Governor and Council approval)

**Task 1.** Host Project Kick-Off Meeting – RMC Research Corporation (RMC) will facilitate a kick-off meeting with the New Hampshire Department of Education (NHED) project leaders to finalize the work plan, evaluation questions and design, define sampling approaches, identify priorities for data collection and reporting, and establish norms for communication and planning of logistics. RMC will work with the NHED to identify and use the most convenient platform for project communication, in addition to email communication between meetings, as needed.

- a. Deliverable: Agenda and Meeting Notes
- b. Timeline: Within one week of Governor and Council approval

**Task 2.** Meet with Panel of Experts in teaching reading - In coordination with the NHED, RMC will assemble and meet with a panel of experts at least once per month during phase I for status updates and input, including feedback on data collection tools.

- a. Deliverable: Compile expert panel resumes, Meeting Agenda and Notes
- b. Timeline: Monthly during Phase 1. The meeting schedule in following phases will be determined in collaboration with NHED.

**Task 3.** Finalize Evaluation Design - Based on the kick-off meeting and conversation with NHED, along with feedback from the panel of experts, RMC will finalize the evaluation design to specify all components and timelines, adjust sampling plans as needed, and specify reporting plans.

- a. Deliverable: Final Evaluation Design
- b. Timeline: October – November 2022

**Task 4.** Develop and Finalize Evaluation Tools/Protocols - RMC will develop and finalize content review matrices, the New Hampshire Teacher Candidate Assessment of Performance (NHTCAP) project matrix, and interview and focus group protocols based on tools developed for related evaluations, including determining the questions for the dean and faculty interviews.

- a. Deliverables: Interview and Focus Group Protocols
- b. Timeline: October – November 2022

**Task 5.** Develop and Administer Data Collection/Tracking Tool - The data collection manager will design, set-up, and administer an electronic survey for Educator Preparation Programs (EPP) data collection and then request and compile, from NH's twelve (EPPs), course content materials (i.e., all versions of syllabi, course schedules for each syllabus, access to assignments, descriptions of field work, quizzes, and exams) and textbooks. This will include which schools and school districts partner with EPPs for field experience

and quantitative data (if available) on student pass rates on *Foundations of Reading* and the *ETS Reading Specialist* exam. The data collection manager will also:

1. serve as the point-of-contact to the EPP representative for the content review of course requirements, facilitate documents/information requests, schedule the site-based meeting, and answer questions.
2. create and manage a master shared calendar for scheduling interviews and focus groups, which will be updated in real time using Google Calendar or a similar tool. The calendar will be available for NHED to review. To oversee the use of the data collection/tracking tool, a system such as Microsoft Forms (or a similar tool) will be used which is a secure, cloud-based, entry form and database system which can be updated in real-time and made available to NHED for viewing as needed.
3. oversee the collection and storage of electronic and non-electronic content documents. The electronic survey will provide EPPs the opportunity to directly upload electronically available documents such as syllabi, course schedules and course materials. RMC anticipates that some items may not be readily available for electronic upload and are prepared to leverage the assistance of our expert panel and partners in accessing and sharing such resources with the review team.

- a. Deliverables: Data Collection/Tracking Tool, EPP Course Content Materials
- b. Timeline: November – December 2022

**Task 6.** Virtual Information Sessions for EPPs – RMC will host two virtual informational sessions to communicate the content review process to EPPs. EPPs can select the most convenient session for their representatives to attend. During the session, RMC will explain the content review process and timelines, answer questions posed by participants, and begin to identify EPP representatives who will be the point-of-contact for the content review. The RMC Project Director will follow up with EPPs who attended the sessions, as well as those who were not able to attend, to answer any additional questions that they may have about the content review process.

- a. Deliverable: Session Agenda and Materials, Recorded presentation
- b. Timeline: December 2022

**Task 7.** Obtain Data Sharing Agreements - RMC will work with NHED to obtain any data sharing agreements with EPPs and NHED for administrative data collection, such as third grade proficiency data, teacher-candidate reading exam scores, student retention rates, graduate employment placement rates and locations data.

- a. Deliverables: Signed Data Sharing Agreements
- b. Timeline: December 2022

**Task 8.** Review of 500 and Ed 600 Endorsement Standards for Teaching Reading – RMC will conduct the content analysis of the New Hampshire Chapter Ed 500 and Ed 600 endorsement standards for teaching reading and comparison of the standards with standards and administrative rules from other states and nations that have high rates of proficiency and above for third grade readers. RMC's project director will speak with the expert panel about the review process and tools as well as seek panelists' feedback on the draft report.

- a. Deliverable: Report of Analysis of Endorsement Standards
- b. Timeline: October – December 2022

**Task 9. Host Meeting with NHED** - RMC will meet monthly (by phone or videoconferencing) with NHED to provide status reports, including preparing technical memos (at regular intervals) updating progress on the analysis and comparison of standards and preparation for the EPP evaluation process, including the expert panel meeting, reactions from the information session with EPPs, and efforts to obtain data sharing agreements. The NHED will let the RMC Project Director know preferences for drafting and sending meeting agendas. RMC will send the NHED notes from each meeting within 3 business days. RMC will remain flexible to schedule changes to meet project and the NHED needs.

- a. Deliverable: Meeting Agenda and Notes
- b. Timeline: September – December 2022

**Phase II – Content Review & Teacher Candidate Virtual Interviews (January 2023 – May 2023)**

**Task 10. Content Reviewer Training** – Early in Phase II, the review team leader will train RMC content reviewers of EPP course requirements via a 1.5-day virtual training. The training will include explanation of the content review process, roles and responsibilities, logistics, data collection tools, and applied calibration activities. Training materials, including a content review manual, will be developed to support content reviewers' learning and for their future reference. Review teams will be established and led by the review team leader. Subsequently, content reviewers will receive on-going coaching and support, as needed, from the review team leader in the content review process. Once content reviewers are trained, the review team leader will form and oversee two-member review teams for each EPP course of study. The training will cover review of the NHTCAP materials and thus include expert panelists as well as RMC reviewers.

- a. Deliverable: Training Agenda and Materials
- b. Timeline: January 2023

**Task 11. Content Review of EPPs Course Requirements** – RMC review teams will conduct content review of courses of study in the twelve New Hampshire EPP institutions offering programs in elementary education/reading, early childhood education, and special education - total of thirty-three programs. Content review includes alignment to the standards and quality instruction for structured literacy as described in the final evaluation design.

- a. Deliverable: Completed Content Review Matrix (included in report appendix) for each course of study
- b. Timeline: January – May 2023

**Task 12. Review of Student NHTCAP Projects** - RMC will review a sampling of, and compare across EPPs, student New Hampshire Teacher Candidate Assessment of Performance (NHTCAP) projects as “demonstrations of evidence” toward meeting competencies in the relevant endorsement areas at the beginning educator level.

- a. Deliverable: Completed NHTCAP Project Review Matrix for each participating institution.
- b. Timeline: February – May 2023

**Task 13. Collect & Analyze Administrative Data** - RMC will work with EPPs to collect administrative data (e.g., student retention rates, graduate employment placement rates and locations data) as described in the final evaluation design (see Phase I, Tasks 1-4), analyze these quantitative data, and incorporate analyses as descriptive statistics in the individual EPP and state summary reports.

- a. Deliverable: Data Requests and Data Tables
- b. Timeline: Data requests and collection will begin in January 2023 Data transfer will be completed by February 2023, and analysis will be complete in May 2023.

**Task 14. Conduct Virtual Pre-service Interviews - RMC will interview program-related faculty as needed to further determine alignment to state program standards and quality instruction for structured literacy. RMC will conduct virtual interviews with faculty members from each EPP, each of whom teaches courses for one or more of the six endorsement areas.**

- a. Deliverable: Schedule and conduct Interviews
- b. Timeline: February – May 2023

**Task 15. Meet with Panel of Experts. During Phase II - RMC, and its partner Boston University (BU), will meet with the panel of experts at agreed upon intervals for status updates and input, including feedback on NHTCAP student projects and best practices from EPPs based on research and body of work to date.**

- a. Deliverable: Feedback on Best Practices, Meeting Agenda and Notes
- b. Timeline: The meeting schedule will be determined in collaboration with NHED

**Task 16. Gather Practices from EPPs - During phase II, RMC will gather best practices from EPPs based on research and body of work to date, including input from the panel of experts.**

- a. Deliverable: Summary of Best Practices from EPPs
- b. Timeline: April – May 2023

**Task 17. Host Meetings with NHED - RMC will meet with NHED at agreed upon intervals to provide subsequent status reports, including preparing corresponding technical memos to update progress on the content review process and collection of other evaluation data. RMC will remain flexible to schedule changes to meet project and the NHED needs.**

- a. Deliverable: Meeting Agenda and Notes
- b. Timeline: January – May 2023

### **Phase III – Teacher Candidate and Graduate Focus Groups (April 2023 – December 2023)**

**Task 18. Conduct Virtual Candidate and Graduate Focus Groups - RMC will conduct virtual focus groups of a sample of pre-service teacher candidates and recent graduates of EPPs to further determine program alignment to state program standards and quality instruction for structured literacy. Focus group (two groups per institution) will be selected and contacted by the respective deans and participants for graduate focus groups (one group per institution) across all programs (within the past three years of graduating) will be selected from K-8 teachers and contacted by the respective deans. RMC will be available to provide guidance to deans on candidate and graduate selection. Focus group sessions will be between 45 to 60 minutes. Focus groups will assess pre-service candidates' and recent graduates' perceptions of the extent to which: a) they have opportunities to apply knowledge to practice in coursework and field-based experiences; b) their coursework includes instructional modeling and practice for structured literacy; and c) their experiences include adequate support to prepare them as effective teachers of reading.**

- a. Deliverable: Schedule of Focus Group
- b. Timeline: Focus groups will be planned and scheduled in April/May 2023, and conducted throughout the rest of Phase III as needed to schedule all focus groups. Analysis of data collected will begin and continue through the remainder of Phase III.

**Task 19.** Conduct Virtual Field Supervisor and Mentor Teacher Interviews - RMC will conduct virtual interviews with Field Supervisors and Mentor Teachers, across program areas to further determine the nature of field experiences and extent to which candidates have opportunities to apply knowledge to practice. Interviews will last 30 to 45 minutes.

- a. Deliverable: Schedule of Interviews
- b. Timeline: Interviews will be planned and scheduled in June 2023 and conducted throughout the rest of Phase III as needed to schedule all interviews. Analysis of data collected will begin and continue through the remainder of Phase III.

**Task 20.** Meet with Panel of Experts. During Phase III - RMC, and its partner BU, will meet with the panel of experts at agreed upon intervals for status updates and input on the evaluation process and preliminary findings.

- a. Deliverable: Meeting Agenda and Notes
- b. Timeline: The meeting schedule will be determined in collaboration with NHED (April - December 2023).

**Task 21.** Host Meetings with NHED - RMC will meet with NHED at agreed upon intervals to provide subsequent status reports, including preparing corresponding technical memos to update progress on the content review process and collection of other evaluation data. RMC will remain flexible to schedule changes to meet project and the NHED needs.

- a. Deliverable: Meeting Agenda and Notes
- b. Timeline: April - December 2023

#### **Phase IV - Deliverables and Debrief (January 2024 - September 2024)**

**Task 22.** Develop Individual EPP Reports - RMC will prepare individual confidential reports for each EPP that describe the qualitative and quantitative data results and overall findings, including commendations for best practices and recommendations for improvement. These reports will be drafted by the review team leader, in consultation with the review team, and include evidence-based feedback and recommendations for improvement, including key evidence statements to support judgments so the EPP has the information necessary to engage in improvement in that area if needed. The review team leader will share the draft report with review team members before finalizing to confirm accuracy, clarify information, and/or offer additions or suggestions.

- a. Deliverable: Individual EPP Reports
- b. Timeline: January - June 2024

**Task 23.** Meet with Panel of Experts - RMC, and its partner BU, will conduct a virtual wrap-up meeting with the panel of experts to summarize draft findings and gather input in preparation for drafting the individual EPP and state summary reports.

- a. Deliverable: Meeting Agenda and Note
- b. Timeline: The schedule will be determined in collaboration with NHED. (February 2024)

**Task 24. Host Individual EPP Feedback Sessions** - RMC will provide a confidential, individual feedback session to each EPP, to be shared with individual EPPs and the NHED Bureau of Credentialing. The review team will meet with representatives from each EPP to examine the program review report findings and discuss recommendations for improvement. The meetings will be conducted either virtually or in person. If conducted in person, RMC will provide a locally based project team member who will serve as a meeting facilitator.

- a. Deliverable: Session Agenda, Materials, and Notes
- b. Timeline: April – June 2024

**Task 25. Develop State Summary Report** - RMC will prepare a State Summary Report capturing aggregate data and results from all twelve EPPs that includes the project background and methodology and describes overall findings, includes best practice examples and commendations, and makes recommendations for improvements to state standards and institutional practices without identifying individual institutions. It will include an executive summary and visually appealing data displays that allow for easy interpretation of findings for multiple audiences. This report will be accompanied by a presentation of final outcomes. The Project Director will oversee report writing and quality assurance.

- a. Deliverable: State Summary Report
- b. Timeline: Submit final State Summary Report by September 30, 2024. A draft version of the report will be provided to NHED for review at least two weeks prior to the creation of the final version, allowing for incorporation of NHED feedback.

**Task 26. Host Meetings with NHED** - RMC will meet with NHED at agreed upon intervals to provide subsequent status reports, including preparing corresponding technical memos to update progress on the content review process and collection of other evaluation data. RMC will remain flexible to schedule changes to meet project and the NHED needs.

- a. Deliverable: Meeting Agenda and Notes
- b. Timeline: July 2024 – September 2024

**EXHIBIT C  
Method of Payment**

Phase	Task	Deliverable	Cost
<b>I Set-up</b>	1	Kick-off meeting agenda and notes; resumes of panelists (expert panel); final communication and work plan	\$10,000
	2	Meetings with Panel of Experts/NHED; meeting agenda and notes	\$10,000
	3, 4	Develop and finalize evaluation tools and protocols including content and NHTCAP review matrices; Establish interview and focus group protocols; Panel/NHED meeting agenda and notes;	\$20,000
	5, 6, 7, 8	Data collection/tracking tool; Virtual EPP session agenda and materials; Signed data sharing agreements; Analysis of Endorsement Standards Report	\$43,000
	9	Phase I NHED status report meetings; agendas and notes	\$25,000
<b>II Content Review &amp; Virtual Interviews</b>	10	Content reviewer training; agenda and materials; NHED meeting notes	\$23,000
	11,12,16	Content review for twelve EPP institutions/thirty-three programs; NHTCAP review of student projects; Summary of Best Practices; meeting and notes	\$115,000
	13	Administrative data transfer; Panel meeting/NHED agenda and notes	\$20,000
	14	Schedule & conduct interviews (Teacher Candidate); NHED meeting and notes	\$25,000
	15	Panel meeting/NHED feedback session on Summary of Best Practices; agenda and notes	\$10,000
	17	Phase II NHED status report meetings; agendas and notes	\$5,000
<b>III Teacher Candidate &amp; Graduate Focus Groups</b>	18	Schedule and conduct virtual candidate and graduate focus groups;	\$10,000
	19	Schedule and conduct field supervisor/mentor teacher interviews; Data collection and analysis begins	\$30,000
	20	Phase III Panel /NHED status update meetings; agenda and notes	\$10,000
	21	Phase III NHED status update meetings; agendas and notes	\$10,000
<b>IV Deliverables &amp; Debrief</b>	22,24	Develop Individual EPP Reports & host feedback sessions with institutional programs	\$30,000
	23	Panel of Experts wrap-up meeting summarizing draft findings & gathering input for state summary report.	\$10,000
	25	State summary report	\$34,460
	26	Phase IV NHED status report meetings; agendas and notes	\$10,000
		<b>GRAND TOTAL</b>	<b>\$450,460</b>

**Limitation on Price:** Upon mutual agreement between the Department of Education 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 \$450,460.

**Funding Source:** Funds to support this request are available in FY 23 and anticipated to be available in FY 24 and FY 25 in the account titled ESSER III – ARP Act upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-562010-24370000-102-500731  
Contracts for Program Services

<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>Total</b>
\$321,000	\$95,000	\$34,460	\$450,460

*Contract between RMC Research Corporation and the New Hampshire Department of Education*

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities/deliverables 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 electronically to:

Marcia McCaffrey  
Education Consultant III  
Marcia.A.McCaffrey@doe.nh.gov

## 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.

Revised 6-25-21

Contractor Initials   
Date 9/1/22

## 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. NHEDs 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 NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED 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.

## 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

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- 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 NHED 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.

## 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 NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Revised 6-25-21

Contractor Initials CB  
Date 9/1/22

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RMC RESEARCH CORPORATION is a Maryland Profit Corporation registered to transact business in New Hampshire on November 15, 1985. 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: 89148

Certificate Number : 0005848249



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without a Seal)

I, M. Christine Dwyer do  
hereby certify that:

- (1) I am the duly elected clerk of RMC Research Corporation.
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9/1/22.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Everett Barnes Jr. President

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 1st September day of 2022.

- (4) I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 1st September day of September, 2022.

*M Christine Dwyer*



RMC Research Corporation  
1000 Market Street, Building 2  
Portsmouth, NH 03801

Phone: 603.422.8888, 800.258.0802  
Fax: 603.436.9166  
www.RMCResearchCorporation.com

I, M. Christine Dwyer, Senior Vice president of RMC Research Corporation, organized and existing under the laws of the State of Maryland, hereby certify that the following is a true copy of a resolution adopted at a meeting of the Board of Directors of said corporation, duly held on the 1st of September, 2022.

#### **CORPORATE RESOLUTION**

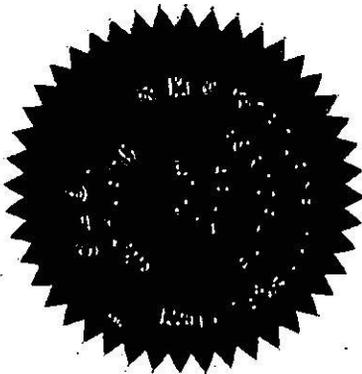
**Resolved that Everett Barnes, Jr., President and Chairman of the Board of Directors is hereby authorized to contract and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate on behalf of RMC Research Corporation.**

**AND I DO FURTHER CERTIFY** that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of RMC Research Corporation the 1st of September, 2022.

A handwritten signature in cursive script that reads "M. Christine Dwyer".

**M. Christine Dwyer**  
**Senior Vice President**





# CERTIFICATE OF LIABILITY INSURANCE

BJACOB

DATE (MM/DD/YYYY)  
8/11/2022

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 AssuredPartners New England, Inc. 1555 Lafayette Road Portsmouth, NH 03801	CONTACT NAME: Timothy R. Davidson, VP	
	PHONE (A/C No, Ext): (802) 456-4460	FAX (A/C No): (802) 456-4460
E-MAIL ADDRESS: Timothy.Davidson@AssuredPartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ohio Security Insurance Company		24082
INSURER B: Ohio Casualty Ins. Co.		24074
INSURER C: Allied World Assurance Company		19489
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HYBID AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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		7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabli				7/1/2022	7/1/2023	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers Compensation Coverage excludes coverage for: Everett Barnes, Christine Dwyer  
 Workers Compensation apply to the following States: TX CT GA NH PA VT CO NY OR VA CA AZ FL IL MA NV

Proof of Insurance

<b>CERTIFICATE HOLDER</b>  NH Department of Education 21 South Fruit St, Suite 20 Concord, NH 03301	<b>CANCELLATION</b>  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>Mike Ross</i>