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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

May 28, 2024

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

REQUESTED ACTION

Authorize the Department of Education to exercise the second of three contract renewal options to an existing contract with Demonstrated Success, LLC (VC#267483) Portsmouth, NH by increasing the price limitation by \$358,320 from \$627,585 to \$985,905 and by extending the completion date from June 30, 2024 to June 30, 2025, to assist New Hampshire schools and districts in their use and analysis of a variety of data, state standards and instructional practices, effective upon Governor & Council approval through June 30, 2025. The original contract was approved by Governor and Council on June 15, 2022 (Item#125) and amended on June 14, 2023 (Item#132). 100% Federal Funds.

Funds to support this request are available in the following account for Fiscal Year 2025 as follows:

06-56-56-567010-30590000 Assessment & Accountability

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Svcs	\$299,250	\$0	\$299,250
2024	102-500731	Contracts for Program Svcs	\$328,335	\$0	\$328,335
2025	102-500731	Contracts for Program Svcs	\$0	\$358,320	\$358,320
Total					\$985,905

EXPLANATION

A Request for Proposals (RFP) was advertised on the NHED website on March 17, 2022 with a deadline for proposals of April 8, 2022. There were two (2) proposals submitted to the Request for Proposals "Data Analysis and Assessment Literacy Coaches for New Hampshire Schools" RFP 2022-DOE-OAA-DAAL Coaches-03" in response to the notice.

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

Page 2 of 2

A review committee consisting of the Mathematics/STEM Education Consultant III, an Education Consultant III from the Office of Academics and Assessment at the NHED, a Program Specialist with the Division of Learner Support at the NHED, and a Program Specialist for Assessment with the Office of Academics and Assessment at the NHED, met to review the proposals. The team reviewed the two (2) proposals received. Based on the review, the team recommended funding Demonstrated Success, LLC. Demonstrated Success is a New Hampshire-based company with extensive experience in providing instructional supports and pedagogical coaching services to New Hampshire (NH) schools. Demonstrated Success is comprised of experienced K-12 educators, school leaders, state level planners, and technology and communication experts that have decades of in-school experience in NH.

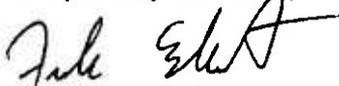
Demonstrated Success will continue to focus on coaching schools and districts to analyze assessment data while implementing instructional methods that integrate with all content areas to further student's achievements.

Through this renewal Demonstrated Success can continue to offer these assessment tools and increase assessment literacy in these modular materials. Federal assessment funds will continue be utilized specifically for this work to improve outcomes in specific academic areas. Demonstrated Success will continue to provide a series of webinars, an on-line course, in-person training, and both office hours and phone/virtual support for individual schools.

Demonstrated Success identified a mix of professional development activities to meet the needs of various NHED stakeholders and provide on-line resources including recorded webinars that can be accessed at any time by educators. The NHED has found that a majority of educators appreciate the ability to access webinars on their own schedule when they cannot attend live events.

Demonstrated Success will continue to offer a two-credit course for NH Educators to facilitate the use of data to inform instruction. The course focuses on building effective teams to use assessment data and target both learning loss and differentiation of instruction. Registrants will take part in this free, NHED-sponsored course. Participants will engage in 2-3 asynchronous hours weekly, listening, presenting, reading, viewing, analyzing, and participating in group discussions in response to speakers, text, and short videos. There will be a total of 20 hours of face-to-face synchronous instruction, as well as asynchronous reading, individual and group work, and content related activities.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Demonstrated Success, LLC (VC#267483) Portsmouth, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on June 15, 2022 (Item#125) and amended on June 24, 2023 (Item#132) hereby agree to modify same as follows:

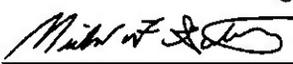
1. Amend Section 1.7 of form P-37 by removing June 30, 2024, and replacing with June 30, 2025.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$358,320 from \$627,585 to \$985,905.
3. Remove Exhibit B (Scope of Work) and replace with Exhibit B-1 (Scope of Work).
4. Remove Exhibit C-1 (Method of Payment) and replace with Exhibit C-2 (Method of Payment).
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 through June 30, 2025.

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.

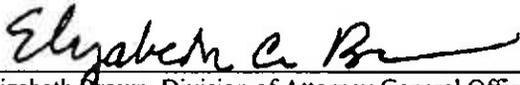
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By:  5/28/2024
Frank Edelblut, Commissioner of Education Date

Demonstrated Success, LLC
Contractor
By:  05/08/24
Michael Schwartz, Sole Member Date

Approved as to form, substance and execution by the Attorney General this 28 day of May, 20 24.


Elizabeth Brown, Division of Attorney General Office

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

By: _____


Contractor Initials: MS
Date: 05/08/24

EXHIBIT B-1
Scope of Work

The following activities can be modified as needed, based upon direction from the NH Department of Education (NHED), within the overall scope of effort.

Project Oversight and Communication

Description
Project Oversight and DOE Collaboration <ul style="list-style-type: none">- Initial planning work session with the NHED leadership team.- Bi-Weekly virtual meetings with the NHED leadership team to include updates on school support, workshop and webinars counts and details, and general data coaching work.- Bi-Monthly Report of school progress to the NHED.

Description
Project Communication <ul style="list-style-type: none">- Use structured process to communicate all events to stakeholders.- Identify a weekly schedule of communications.- Send out marketing updates, as needed, to inform stakeholders of events (typically multiple times per month).- Develop periodic updates to share virtual resources available to stakeholders.

Demonstrated Success will provide a series of webinars, an on-line course, in-person training, and both office hours and phone/virtual support for individual schools. The vendor has identified a mix of professional development activities to meet the needs of various stakeholders and provide on-line resources including recorded webinars that can be accessed at any time by educators. A majority of educators value the ability to access webinars on their own schedule when they cannot attend live events. Demonstrated Success recognizes the need to protect the privacy of student data and will ensure their support follows the NH and Family Educational Rights and Privacy Act (FERPA) privacy guides. Support will include the following professional development.

Please note that some of the training activities cross both Absolute Priority 1 and 2. Demonstrated Success has included the activity in one priority and noted that it covers topics in both.

Absolute Priority #1:

The professional development must provide training that supports the application of assessment literacy of the NH State Assessment System (NH SAS), Scholastic Achievement Test (SAT), Dynamic Learning Maps (DLM) and Assessing Comprehension and Communication in English State to State (ACCESS) tests and include:

- Evidence-based research of data analysis and implementation of instructional practices to increase student academic achievement and to address student learning loss;
- Strategies to increase educators' knowledge of the NH statewide assessment system tools and to effectively implement usage of these available tools in addition to other formative and summative assessments;
- Training on test administration, set up, accommodations to support students in accessing the assessments, particularly the Test Information Distribution Engine (TIDE) for NH SAS and SAT;
- Use of NH SAS modular and interim assessments;
- Implementation of the NH state standards and utilizing assessments to determine mastery of content standards.

Contractor Initials: MS

Date: 05/08/24

**EXHIBIT B-1
Scope of Work
Continued**

Priority 1A: Using Data to Inform Instruction

Date	Name
August/ September	Leveraging Data to Inform Instruction (updated) (1 of 2)
End of May	Leveraging Data to Inform Instruction (updated) (2 of 2)
One Longer Session	Using Data to Target Instruction: a two or three-credit course Some in-person and some online classes

Priority 1B: Understanding and Leveraging NH Data

Date	Name
August/ September	Time to work with Data Warehouse Vendor
October	Assessment and Accountability Conference Sessions: iPlatform (a public NHED application that allows users to view public assessment and accountability data), NH SAS, other data sources
October	Other NHED data sources: i4see (the Initiative for School Empowerment and Excellence, a student level data collection system used by NH schools to submit data to the NHED) Webinar
November	iPlatform Workshop for Local Educational Agencies (LEA), Special Education, etc.
November	iPlatform Webinar General Public
December	iPlatform for Legislature
January	iPlatform Webinar - New Hampshire School Boards Association (NHSBA)
March/ April	How to Administer NH SAS Assessments
May	Understanding your ACCESS Data: Coordinated with English Language Learners (ELLs)
May/June	Understanding and Leveraging the NH SAS 3-8 Results - 90 min.
May/June	Understanding your SAT Data - Workshop

Priority 1C: School Support

Date	Name
Ongoing	Targeted School Support for NH SAS (targeting specific subgroups; valuing testing)
Ongoing	Targeted School Support for PSAT/SAT (low participation rate list from NHED)
Ongoing	Targeted School Support for the new data warehouse tool
Ongoing	Webinar Support for the new data warehouse tool (three sessions)

Priority 1D: Understanding Standards

Date	Name
September	Unpacking Standards Webinar (high level)
October	Unpacking Standards Workshop
Fall/Winter	Commonly misunderstood standards webinar for Math and ELA(English/Language Arts)
Fall/Winter	K-3 better understanding assessments; standards; etc.

Contractor Initials: MS

EXHIBIT B-1
Scope of Work
Continued

Absolute Priority #2:

The training package must also include Data Analysis Coaching for school administrators and teachers that includes the following:

- Successful differentiation based on student learning data;
- Modeling best practices for differentiation based on data analysis; and
- Developing data literacy skills, experience in root cause analysis, and evidenced ability to disaggregate, interpret, and analyze data.

Priority 2A: Targeting and Differentiating Learning

Date	Name
January	Best Practices for Math Differentiation in the Classroom Webinar (K-12) Focus on data
January	Best Practices for ELA Differentiation in the Classroom Webinar (K-12) Focus on data

Priority 2B: Increasing Student Skills and Addressing Learning Loss

Date	Name
Winter	Looking at data from 2021-2024 and identifying state trends as a whole and/or subgroups; Create training guiding educators through the standards and sharing resources to help address learning loss.
Fall/ Winter	Increasing Student Agency (increase to 90 minutes)

Priority 2C: Building a Culture of Data Literacy - Webinar for Administrators

Date	Name
August/ September	Creating Effective Professional Learning Cohorts (PLC)s Workshop - Cohort Created
Ongoing	Following schools in cohort (meet 3 times and provide support)

Priority 2D: Disaggregating and Analyzing Data

Date	Name
May	Formatting Data to Make it Usable

Absolute Priority #3: Virtual and In-Person Training Infrastructure

Demonstrated Success must have in place a system for registering trainees, tracking teacher participation and achievement of learning outcomes, and paying teachers a pre-determined stipend for some designated training sessions if needed. The vendor will share participant data with NHED.

Competitive Preference Priorities:

1. Demonstrated Success will coordinate with NHED throughout the contractual period. Based on participant feedback and NHED input, the vendor will make every attempt to adjust delivery of content and/or internal processes and systems as needed.
2. All trainers hired or employed by the vendor for data analysis and assessment literacy coaching must possess:
 - Experience in creating successful school improvement partnerships and success in working with a variety of school district personnel, and outstanding communication skills;

Contractor Initials: MS

Date: 05/08/24

EXHIBIT B-1
Scope of Work
Continued

- An extensive understanding of the NH statewide assessments including the NH SAS, SAT, DLM and ACCESS tests, as well as experience in providing professional development and coaching on the administration of these specific assessments and data analysis on the results;
- Knowledge of formative and summative assessments and how to develop and utilize these assessments to determine learning loss;
- An extensive understanding of the NH state standards including the common core standards for English Language Arts (ELA) and mathematics, Next generation science standards, and English language proficiency standards;
- Experience in providing district and school level professional development services;
- Evidence of successful differentiation based on student learning data;
- A demonstrated ability to model best practices for differentiation based on data analysis;
- Strong data literacy skills, experience in root cause analysis, and evidenced ability to disaggregate, interpret, and analyze data; and
- A demonstrated ability to lead and manage small and large groups.

Demonstrated Success knows the New Hampshire education landscape. They have strong relationships, and their members are well respected by school and district leaders throughout the state. The vendor has the communication system already in place to reach out to over 20,000 educators in the state to ensure that educators are aware of the training opportunities. Demonstrated Success can target school leaders for activities dedicated to their role. They have all the systems in place to conduct virtual and in-person training, to manage registrations, track attendance, send out reminders, publicize events and collect statistics and survey data to ensure continuous improvement.

Description
<ul style="list-style-type: none"> • Demonstrated Success has a clear and effective process for offering organized, well-advertised trainings and for providing follow-up support as well as collecting attendance and efficacy data about the training. • For virtual trainings, the vendor's Event Specialist sets up a registration link is set up in Zoom that includes registration questions that inform the trainers about participants' background, experience, and questions of interest. This system allows them to track the number of registrants and attendees. • Using Mailchimp, Demonstrated Success starts marketing our webinars at least three weeks in advance, sending out at least three reminders to all New Hampshire schools, including one the day before or morning of the event. Each reminder includes the title, date, time, and description of the training, the target audience, trainer name and registration link as well as an announcement of upcoming trainings. • Once an educator registers for training, they automatically receive an email confirmation. • At the end of the training, all the participants receive a survey intended to gauge participants' learning growth as well as the effectiveness of the training. • The day after the training, each participant receives an email thanking them for their attendance and sharing a link to an online folder of material—the presentation slides, any additional resources and templates, a certificate of completion for the training, as well as a link to the video of the training. Participants can rewatch our videos on-demand or share with colleagues. • Post-training, the vendor also emails and phones support to answer questions or clarify concepts. • All survey data is compiled and shared with the NHED and is used to inform the vendor's efforts to continually improve its training. They also track and share with the NHED the number of registrants and the number of attendees. • For in-person trainings, the vendor's Event Specialist are booked at a centrally located venue. • Using Mailchimp, Demonstrated Success advertises its in-person workshops starting 6 weeks in advance. • The registration link, registration questions, and post-workshop survey are set up in SurveyMonkey. • Apart from this, the process is much the same for in-person trainings as it is for virtual trainings.

Contractor Initials: MS

EXHIBIT B-1
Scope of Work
Continued

- All of the vendor's videos are available on a YouTube channel with playlists that organize the trainings. Demonstrated Success can also share the videos with the NHED for storage on the NHED Canvas site if requested by NHED.

**EXHIBIT C-2
Method of Payment**

(Budget through June 30, 2025)

	FY25
Project Oversight and NHED Collaboration	
Planning work session with NHED leadership team.	\$6,360
Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop/webinars counts, details, and general data coaching work. Schedule definition, materials, and marketing descriptions.	\$41,340
Bi-Monthly Report of school progress to bureau.	\$9,540
Absolute Priority 1	
Priority 1A: Using Data for Inform Instruction	
Leveraging Data to Inform Instruction (full day, in person – 2 sessions).	\$19,080
Using Data to Target Instruction - a two or three credit course (Participants will have option to receive two credits from Southern New Hampshire University (SNHU); stipends for credits will be available). Include multiple in-person sessions.	\$63,600
Priority 1B: Understanding and Leveraging NH Data	
Time to work with Data Warehouse Vendor	\$15,000
Assessment and Accountability Conference Sessions (iPlatform, NHSAS, other data sources)	\$6,000
Other NHED data sources (i4see) Webinar	\$3,180
iPlatform Workshop for LEA's, Special Education etc.; General Public; Legislature; NHSBA	\$9,540
How to Administer NH SAS Assessments	\$9,540
Understanding your ACCESS Data (coordinated with English Language Learners)	\$3,180
Understanding and Leveraging the NHSAS 3-8 Results - 90 min	\$3,180
Understanding your SAT Data – Workshop	\$3,180
Priority 1C: School Support	
Targeted School Support for NH SAS (targeting specific subgroups; valuing testing)	\$30,000
Targeted School Support for PSAT/SAT	\$7,500
Targeted School Support for the new data warehouse tool	\$30,000
Webinar Support for new data warehouse tool (3 sessions)	\$12,540
Priority 1D: Understanding Standards	
Unpacking Standards Webinar (high level)	\$3,180
Unpacking Standards Workshop	\$9,540
Commonly misunderstood standards webinar for Math and English Language Arts	\$3,180
K-3 better understanding assessments; standards; etc.	\$3,180
Absolute Priority 2	
Priority 2A: Targeting and Differentiating Learning	
Best Practices for Math Differentiation in the Classroom Webinar (K-12) Focus on data	\$3,180
Best Practices for ELA Differentiation in the Classroom Webinar (K-12) Focus on data	\$3,180


Contractor Initials: MS

Date: 05/08/24

**EXHIBIT C-2
Method of Payment
Continued**

(Budget through June 30, 2025)

	FY25
Priority 2B: Increasing Student Skills and Addressing Learning Loss	
Looking at data from 2021-2024 and identifying state trends as a whole and/or subgroups Create Training guiding educators through the standards and sharing resources to help address learning loss.	\$9,000
Increasing Student Agency (increase to 90 minutes)	\$3,180
Priority 2C: Building a Culture of Data Literacy - Webinar for Administrator	
Creating Effective Professional Learning Cohorts (PLCs Workshop) - Cohort Created	\$31,260
Following schools in cohort (meet 3 times and provide support)	\$13,500
Priority 2D: Disaggregating and Analyzing Data	
Formatting Data to Make it Usable	\$3,180
Absolute Priority 3	
Virtual and In-Person Training Infrastructure	
The Vendor must have in place a system for registering trainees, tracking teacher participation and achievement of learning outcomes, and paying teachers a pre-determined stipend for some designated training sessions if needed. Vendor will share participant data with NHED. Priority 3 requirements are included as part of the training costs identified in Priority 1 and 2.	N/A
Total	\$358,320

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 \$985,905.

Funding Source: Funds to support this request are available in the following account for Fiscal Year 2025 as follows:

06-56-56-567010-30590000 Assessment & Accountability

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Svcs	\$299,250	\$0	\$299,250
2024	102-500731	Contracts for Program Svcs	\$328,335	\$0	\$328,335
2025	102-500731	Contracts for Program Svcs	\$0	\$358,320	\$358,320
Total					\$985,905

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received following the end of the month and supported by a summary of activities/completed 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 electronically submitted to:

DEAR@doe.nh.gov

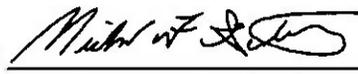
Contractor Initials: MS

CERTIFICATE OF ATTESTATION

I, Michael Schwartz, hereby certify that I am the Sole Member and Manager of
(Name)
Demonstrated Success, LLC, a limited liability company under RSA 304-C.
(Name of LLC)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains **valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the business. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 05/08/24

ATTEST: 
(Manager Signature)

NAME OF LLC: Demonstrated Success, LLC

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 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: 0006671826



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 April A.D. 2024.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

COVERAGES **CERTIFICATE NUMBER:** CL23122643533 **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.

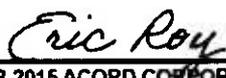
INSR LTR	TYPE OF INSURANCE	AUTO	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		[REDACTED]	08/10/2023	08/10/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> HIRE AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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.

NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Education & The State of New Hampshire 25 Hall Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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132 MLC



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301

May 22, 2023

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

REQUESTED ACTION

Authorize the Department of Education to exercise the first of three contract renewal options to an existing contract with Demonstrated Success, LLC (VC#267483) Portsmouth, NH by increasing the price limitation by \$328,335 from \$299,250 to \$627,585 to assist New Hampshire schools and districts in their use and analysis of a variety of data, state standards and instructional practices, effective upon Governor & Council approval through June 30, 2024. The original contract was approved by Governor and Council on June 15, 2022 (Item#125). 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Assessment & Accountability for FY24 upon the availability and continued appropriation of funds in the future operating budget, as follows:

06-56-56-562010-30590000-102-500731 Contracts for Program Service

FY24
\$328,335

EXPLANATION

A Request for Proposals (RFP) was advertised on the NHED website on March 17, 2022 with a deadline for proposals of April 8, 2022. There were two (2) proposals submitted to the Request for Proposals "Data Analysis and Assessment Literacy Coaches for New Hampshire Schools RFP 2022-DOE-OAA-DAAL Coaches-03" in response to the notice.

A review committee consisting of the Mathematics/STEM Education Consultant III, an Education Consultant III from the Office of Academics and Assessment at the NHED, a Program Specialist with the Division of Learner Support at the NHED, and a Program Specialist for Assessment with the Office of Academics and Assessment at the NHED, met to review the proposals. The team reviewed the two (2) proposals received. Based on the review, the team recommended funding Demonstrated Success, LLC. Demonstrated Success is a New Hampshire-based company with extensive experience in providing instructional supports and pedagogical coaching services to New Hampshire (NH) schools. Demonstrated

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

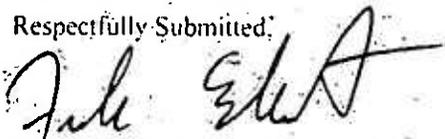
Page 2 of 2

Success is comprised of experienced K-12 educators, school leaders, state level planners, and technology and communication experts that have decades of in-school experience in NH.

Demonstrated Success will continue to focus on coaching schools and districts to analyze assessment data while implementing instructional methods that integrate with all content areas to further student's achievements. While state assessed grade levels are limited to grades 3-8, and grade 11, the New Hampshire Department of Education (NHED) began offering modular assessment materials for grades K-2, and in grades 9, 10 and 12 starting in fall 2022. Through this renewal Demonstrated Success can continue to offer these assessment tools and increase assessment literacy in these modular materials. Federal assessment funds will continue be utilized specifically for this work to improve outcomes in specific academic areas. Demonstrated Success will continue to provide a series of webinars, an on-line course, in-person training, and both office hours and phone/virtual support for individual schools. Demonstrated Success identified a mix of professional development activities to meet the needs of various NHED stakeholders and provide on-line resources including recorded webinars that can be accessed at any time by educators. The NHED has found that a majority of educators appreciate the ability to access webinars on their own schedule when they cannot attend live events.

Demonstrated Success will continue to offer a two-credit course for NH Educators to facilitate the use of data to inform instruction. The course focuses on building effective teams to use assessment data and target both learning loss and differentiation of instruction. Registrants will take part in this free, NHED-sponsored course. Participants will engage in 2-3 asynchronous hours weekly, listening, presenting, reading, viewing, analyzing, and participating in group discussions in response to speakers, text, and short videos. There will be a total of 20 hours of face-to-face synchronous instruction, as well as asynchronous reading, individual and group work, and content related activities.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Demonstrated Success, LLC (YC#267483) Portsmouth, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on June 15, 2022 (Item# 125), hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing June 30, 2023, and replacing with June 30, 2024.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$328,335 from \$299,250 to \$627,585.
3. Remove Exhibit A (Special Provisions) and replace with Exhibit A-1 (Special Provisions).
4. Remove Exhibit C (Method of Payment) and replace with Exhibit C-1 (Method of Payment).
5. Add Exhibit H (Data Protection).
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval through June 30, 2024.

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 5/30/2023

Frank Edelblut, Commissioner of Education Date

Demonstrated Success, LLC
Contractor

By: Michael Schwartz 05/20/23

Michael Schwartz, Owner Date

Approved as to form, substance and execution by the Attorney General this 30 day of May, 2023

Elizabeth A. Brown
Elizabeth Brown, Division of Attorney General Office

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

By: _____

EXHIBIT A-1
Special Provisions

Add Exhibit H

Additional Exhibits D-G

The Contractor represents that they currently have no employees, and as such, are effectively exempt from RSA 281-A. If they should hire any employees, however, they would be required to comply with paragraph 15. (Workers' Compensation) of the P-37.

Subject to Governor and Council approval, authorize the New Hampshire Department of Education to include a renewal option on this contract for two (2) additional fiscal years of the original three (3) renewal requested, subject to the contractor's acceptable performance of the terms therein:

Renewal 2 of 3 July 1, 2024 to June 30, 2025

Renewal 3 of 3 July 1, 2025 to June 30, 2026

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

EXHIBIT A-1
Special Provisions
Continued

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3. If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

A.2 Provision 10, Property Ownership/Disclosure, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

EXHIBIT A-1
Special Provisions
Continued

- 10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

EXHIBIT A-1
Special Provisions
Continued

The following Provisions are added and made part of the P37:

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

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).

Confidential Information

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

**EXHIBIT C-1
Method of Payment**

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

(Budget through June 30, 2024)

	FY24
Project Oversight and NHED Collaboration	
Planning work session with NHED leadership team.	\$6,360
Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop/webinars counts, details, and general data coaching work.	\$41,340
Schedule definition, materials, and marketing descriptions.	
Bi-Monthly Report of school progress to bureau.	\$9,540
Absolute Priority 1	
Priority 1A: Using Data for Inform Instruction	
Using Data to Target Instruction - a two-credit course (Participants will have option to receive two credits from SNHU; stipends for credits will be available).	\$50,880
Leveraging Data to Inform Instruction (full day, in person).	\$9,540
Priority 1B: Understanding and Leveraging NH Data	
How to Administer NH SAS and SAT Assessments (one-hour webinars)	\$9,540
Using NH SAS Modular Assessment Data to Drive Instruction	\$3,180
Title: Office Hours: Using NH SAS Modular Assessment Data to Drive Instruction	\$795
Title: Understanding and Leveraging the NHSAS 3-8 Results (one-hour webinars)	\$3,180
Title: Understanding your SAT Data (one-hour webinars)	\$3,180
Title: Understanding your ACCESS Data (one-hour webinars)	\$3,180
Title: How to Access your DLM Results (one-hour webinars)	\$3,180
Title: NHED Data Sources (one-hour webinars)	\$3,180
Title: iPlatform Series (one-hour webinars)	\$9,540
Priority 1C: Interim and Modular Assessment Support	
Title: School Support for Modular Assessments Grades K-8, 11	\$73,140
Title: Understanding Modular Assessments Webinar Series (one-hour webinars)	\$22,260
Priority 1D: Understanding Standards	
Title: Understanding Standards and Depth of Knowledge Series (one-hour webinars)	\$9,540
Title: Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Series (one-hour webinars)	\$12,720

**EXHIBIT C-1
Method of Payment
Continued**

(Budget through June 30, 2024)

	FY24
Absolute Priority 2	
Priority 2A: Targeting and Differentiating Learning	
Title: Creating Effective PLCs Workshop (full day, in person) - Two Conducts	\$22,260
Title: Techniques for Differentiation in the Classroom	\$3,180
Priority 2B: Increasing Student Skills and Addressing Learning Loss	
Title: Increasing Student Agency (one-hour webinars)	\$3,180
Title: High Impact, Low Stress Literacy Strategies to Accelerate Learning (one-hour webinars)	\$3,180
Title: Building a Math Thinking Classroom (one-hour webinars)	\$3,180
Priority 2C: Building a Culture of Data Literacy - Webinar for Administrator	
Title: Creating an Infrastructure for Data-Informed Instruction (one-hour webinars)	\$3,180
Priority 2D: Disaggregating and Analyzing Data	
Title: Using Excel to View your Assessment Results (one-hour webinars)	\$6,360
Title: Formatting your NH SAS Summative Assessment Results (one-hour webinars)	\$9,540
Total	\$328,335

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 \$627,585.

Funding Source: Funds to support this request are anticipated to be available in the account titled Assessment & Accountability for FY24 upon the availability and continued appropriation of funds in the future operating budget, as follows:

06-56-56-562010-30590000-102-500731 Contracts for Program Service FY24
\$328,335

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed 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. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

DEAR@doe.nh.gov

EXHIBIT H
Data Protection

1. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
 - b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at-rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
 - c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
 - e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

2. **Data Location:** The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

3. **Security Incident Or Data Breach:** The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
 - a. **Incident Response:** the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - b. **Security Incident Reporting Requirements:** the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

EXHIBIT H
Data Protection
Continued

- c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
4. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
 - b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - i. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - ii. promptly implement necessary remedial measures, if necessary; and
 - iii. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - c. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
 - i. the investigation and resolution of the Data Breach;
 - ii. notifications to individuals, regulators or others required by State law;
 - iii. a credit monitoring service required by State (or federal) law;
 - iv. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - v. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

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 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: 0006193748



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF ATTESTATION

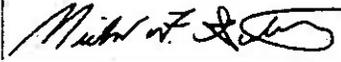
I, Michael Schwartz, hereby certify that I am the Sole Member and Manager of
(Name)

Demonstrated Success, LLC, a limited liability company under RSA 304-C.
(Name of LLC)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the business. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/20/2023

ATTEST:



(Manager Signature)

NAME OF LLC: Demonstrated Success, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

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 03901		CONTACT NAME: Eric Rely PHONE (A/C No, Ext): (603) 433-5600 FAX (A/C No): (603) 740-5000 E-MAIL ADDRESS: eric@kaneins.com	
INSURED Demonstrated Success LLC 444 Middle Street Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. NAIC # 1100 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2331540417 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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (IND)	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 APPL'ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	[REDACTED]	08/10/2022	08/10/2023	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 \$ \$
	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 \$ \$ PER STATUTE OTHER
	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			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)

"Operations usual and customary to education consulting"

Community & School Partners 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 25 Hall 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:

JUN02'22 AM 9:24 RCVD

MLC

125

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603) 271-1953
Citizens Services Line 1-800-339-9600

May 18, 2022

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Demonstrated Success, LLC, (vendor code 267483), Portsmouth, NH in the amount of \$299,250 to assist New Hampshire schools and districts in their use and analysis of a variety of data, state standards and instructional practices, with the option to renew for up to three one-year additional renewals, effective upon Governor & Council approval for the period July 01, 2022 through June 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Assessment-Federal for FY 23 as follows:

	<u>FY 23</u>
06-56-56-562010-25340000-102-50073.1	\$299,250
Contracts for Program Service	

EXPLANATION

Demonstrated Success is a New Hampshire-based company with extensive experience in providing instructional supports and pedagogical coaching services to New Hampshire (NH) schools. Demonstrated Success is composed of experienced K-12 educators, school leaders, state level planners and technology and communication experts that have decades of in-school experience in NH.

Demonstrated Success will focus on coaching schools and districts to analyze assessment data while implementing instructional methods that integrate with all content areas to further student's achievements. While state assessed grade levels are limited to grades 3-8, and grade 11, the New Hampshire Department of Education (NHED) will be offering modular assessment materials for grades K-2 and in grades 9, 10, and 12 starting in fall 2022. Demonstrated Success will be leading the work to introduce these assessment tools and increase assessment literacy in these newly designed modular materials and Federal assessment funds will be utilized specifically for this work to improve outcomes in specific academic areas. Demonstrated Success will provide a series of webinars, an on-

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

Page 2 of 2

line course, in-person training and both office hours and phone/virtual support for individual schools. Demonstrated Success identified a mix of professional development activities to meet the needs of various NHED stakeholders and provide on-line resources including recorded webinars that can be accessed at any time by educators. NHED has found that a majority of educators appreciate the ability to access webinars on their own schedule when they cannot attend live events.

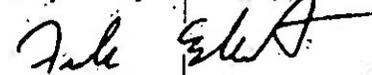
Demonstrated Success will also create a 2-credit course for NH Educators to facilitate the use of data to inform instruction. The course will focus on building effective teams to use assessment data and target both learning loss and differentiation of instruction. Registrants will take part in this free, NHED-sponsored course. Participants will engage in 2-3 asynchronous hours weekly, listening, presenting, reading, viewing, analysis, and group discussion in response to speakers, text, and short videos. There will be a total of 20 hours of face-to-face synchronous instruction, as well as asynchronous reading, individual/group work, and content related activities.

A Request for Proposals (RFP) was advertised on the NHED website on March 17, 2022 with a deadline for proposals of April 8, 2022. There were two (2) proposals submitted to the Request for Proposals "Data Analysis and Assessment Literacy Coaches for New Hampshire Schools RFP 2022-DOE-OAA-DAAL-Coaches-03" in response to the notice.

A review committee consisting of the Mathematics/STEM Education Consultant III, an Education Consultant III from the Office of Academics and Assessment at the NHED, a Program Specialist with the Division of Learner Support at the NHED and a Program Specialist for Assessment with the Office of Academics and Assessment at the NHED, met to review the proposals. The team reviewed the two (2) proposals received by the deadline (Attachment A). Based on the review, the team recommended funding Demonstrated Success, LLC.

In the event that Federal Funds are no longer available for this program, State Funds will not be requested to support this program.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

ATTACHMENT A
 Bid Summary Scoring Sheet
 Demonstrated Success, LLC

Proposal Criteria in the RFP

Category	Points
Absolute Priority #1: Training supports Assessment Literacy for NHSAS, SAT, DLM and ACCESS tests.	25
Absolute Priority #2: Data Analysis Coaching	12
Absolute Priority #3: System for managing requirements of training	15
Competitive Priority: Quality of trainers and training materials	15
Competitive Priority: Scope and Sequence of deliverables is clear and comprehensive	15
Competitive Priority: Cost Summary	18
Total	100

Proposals Received

1. Demonstrated Success, LLC
2. American Institutes for Research (AIR)

Reviewer Scores

Staff Member	Demonstrated Success, LLC	AIR
Marcia M.	82	77
Ryanne D.	79	72
Anne W.	93	89
Michelle G.	86	83
Average Score	85	81

Review Process

Scoring for review occurred on April 22, 2022. The RFP review panel consisted of the following employees from the New Hampshire Department of Education (NHED):

Reviewer Qualifications

Marcia McCaffrey, Education Consultant III with the Bureau of Academics and Assessment at the NHED. With twenty-two years of experience at the NHED she has been active in the areas of school improvement, standards writing, program approval for teacher education, competency-based assessment systems, performance assessment, and looking at student work to inform instructional practices.

Ryanne Dennis, Program Specialist with the Division of Learner Support at the NHED. Ryanne holds a NH Experienced Educator License in Mathematics Education (7-12) and has 10+ years teaching experience. As both a Dept. employee and state educator, she has been active in the areas of school improvement, standards-based competency writing, competency-based assessment systems, performance assessment, and looking at student work to inform instructional practices.

ATTACHMENT A CONTINUED

Anne Wallace, Mathematics/STEM Education Consultant III, with the Bureau of Academics and Assessment at the NHED. Teacher (exp. Grades PreK – secondary (private and public schools), math instructional coach/specialist, Math facilitator, math interventionist, school curriculum coordinator, data team, building assessment administrator, presented PD locally, state-wide, regionally, and nationally (20 years). Adjunct in teacher prep programs: NHTI-Concord, Saint Anselm, and UNH-Durham (15 years).

Michelle Gauthier, Program Specialist, with the Bureau of Academics and Assessment at the NHED. Employed by the NHED since 2009. Provide support and technical assistance to NH school districts on the required statewide assessments (NH SAS, SAT School Day, ACCESS for English Learners and DLM alternate assessment). Organize, schedule and conduct onsite assessment monitoring visits of selected schools.

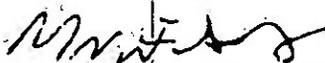
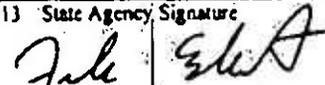
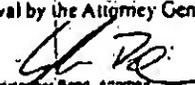
FORM NUMBER P-37 (version 12/11/2019)

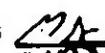
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I IDENTIFICATION			
1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Demonstrated Success, LLC		1.4 Contractor Address 444 Middle Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-548-8898	1.6 Account Number See Exhibit C.	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$299,250.00
1.9 Contracting Officer for State Agency Anne Wallace, Education Consultant III- Mathematics/STEM		1.10 State Agency Telephone Number 603-271-2298	
1.11 Contractor Signature  Date: 5/19/22		1.12 Name and Title of Contractor Signatory Michael Schwartz, President, Demonstrated Success, LLC	
1.13 State Agency Signature  Date: 05/27/2022		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: 05/27/2022 <small>Christopher Bond, Attorney</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
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.

Contractor Initials MA
Date 5/19/22

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

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.

Subject to Governor and Council approval, authorize the NHED to include a renewal option on this contract for up to three one-year renewals of additional fiscal years, subject to the contractor's acceptable performance of the terms therein:

Renewal 1	July 1, 2023 to June 30, 2024
Renewal 2	July 1, 2024 to June 30, 2025
Renewal 3	July 1, 2025 to June 30, 2026

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).

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

Contractor Initials MS

Date 5/19/22

EXHIBIT B
Scope of Services

The following activities can be modified as needed, based upon direction from the NH Department of Education (NHED), within the overall scope of effort.

Project Oversight and Communication:

<p>Project Oversight and NHED Collaboration</p> <ul style="list-style-type: none">- Initial planning work session with NHED leadership team.- Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop and webinar participation counts and details, and general data coaching work.- Bi-Monthly Report of school progress to NHED leadership team.
<p>Project Communication</p> <ul style="list-style-type: none">- Use of a structured process to communicate all events to stakeholders.- Identify a weekly schedule of communications.- Send out marketing updates, as needed, to inform stakeholders of events (typically multiple times per month).- Develop periodic updates to share virtual resources available to stakeholders.

Vendor will provide a series of webinars, on-line courses, in-person trainings and both office hours and phone/virtual support for individual schools. In addition, professional development offerings including on-line resources and recorded webinars that can be accessed at any time by educators will be provided that meet the absolute priorities following:

Absolute Priority 1:

Provide professional development to support assessment literacy for the state assessments including New Hampshire Statewide Assessment System (NHSAS), SAT, Dynamic Learning Maps (DLM) and the English Language Proficiency assessment, ACCESS-WIDA:

Priority 1A: Using Data to Inform Instruction

Priority 1B: Understanding and Leveraging NH Data

Priority 1C: Interim and Modular Assessment Support

Priority 1D: Understanding Standards.

Absolute Priority 2:

Provide professional development for Data Analysis Coaching targeting school administrators and teachers.

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

Contractor Initials *LSH*
Date *5/19/22*

EXHIBIT B CONTINUED

Priority 2A: Targeting and Differentiating Learning

Priority 2B: Increasing Student Skills and Addressing Learning Loss and foster the love of literacy in your learners. Topics will include fluency, comprehension, writing, and vocabulary. Join us to strengthen your students' literacy and learning!

Priority 2C: Building a Culture of Data Literacy - Webinar for Administrators

Priority 2D: Disaggregating and Analyzing Data

Below is an order of priority events:

- Leveraging Data to Inform Instruction Workshop (1 of 2)
- Understanding Modular Assessments Webinar (Kindergarten)
- Understanding Modular Assessments Webinar (Grade 1)
- Understanding Modular Assessments Webinar (Grade 2)
- Creating Effective PLCs Workshop
- How to Administer NHSAS Interim and Modular Assessments Webinar
- NHED Data Sources Webinar
- Understanding Modular Assessments Webinar (Grade 3)
- Understanding Modular Assessments Webinar (Grade 4)
- Understanding Modular Assessments Webinar (Grade 5)
- Understanding Modular Assessments Webinar (6-8 Math)
- Understanding Modular Assessments Webinar (6-8 ELA)
- Understanding Modular Assessments Webinar (6-8 Science)
- Understanding Modular Assessments Webinar (Grade 11 Science)
- Understanding Standards and Depth of Knowledge Webinar (K-2)
- Understanding Standards and Depth of Knowledge Webinar (3-5)
- Understanding Standards and Depth of Knowledge Webinar (6-8)
- Understanding Standards and Depth of Knowledge Webinar (9-12)
- iPlatform Webinar (1 of 5)
- Creating an Infrastructure for Data Informed Instruction Webinar (Administrators)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (K-2)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (3-5)
- Increasing Student Agency Webinar
- High Impact, Low Stress Literacy Strategies to Accelerate Learning
- Using NHSAS Modular Assessment Data to Drive Instruction Webinar
- Office Hours: Using NHSAS Modular Assessment Data to Drive Instruction
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (K-2)
- Building a Math Thinking Classroom Webinar

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

Contractor Initials *MS*

Date *5/19/22*

EXHIBIT B CONTINUED

- iPlatform Webinar (2 of 5)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (3-5)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (6-8)
- Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Webinar (9-12)
- iPlatform Webinar (3 of 5)
- How to Administer the SAT Assessments Webinar
- How to Administer the NH SAS Summative Assessments Webinar
- iPlatform Webinar (4 of 5)
- iPlatform Webinar (5 of 5)
- Using Excel to View your Assessment Results (Beginner/Intermediate)
- Using Excel to View your Assessment Results (Intermediate/Advanced)
- Understanding and Leveraging the NHSAS 3-8 Results (Webinar 1 of 2)
- Understanding your SAT Data (Webinar 1 of 2)
- Formatting your NHSAS Summative Assessment Results Webinar
- Leveraging Data to Inform Instruction Workshop (Webinar 2 of 2)
- Understanding and Leveraging the NHSAS 3-8 Results (Webinar 2 of 2)
- Understanding your SAT Data (Webinar 2 of 2)
- Understanding your ACCESS Data Webinar
- How to Access your DLM Results Webinar
- Using Data to Target Instruction (2-credit course)
- Techniques for Differentiation in the Classroom Webinar
- School Support for Modular Assessments Grades K-8, 11 (20 schools)

Absolute Priority 3: Virtual and In-Person Training Infrastructure

Vendor will conduct virtual and in-person training, manage registrations, track attendance, send out reminders, publicize events and collect statistics and survey data to ensure continuous improvement.

At the end of the training, all the participants will receive a survey intended to gauge participants' learning growth as well as the effectiveness of the training. Learning materials will be shared including the presentation slides, any additional resources and templates, a certificate of completion for the training, as well as a link to the video of the training. Participants will have the ability to rewatch videos on-demand or share with colleagues. Post-training will be provided to participants and correspondence for support to respond to questions or clarify concepts. All survey data will be compiled and shared with the NHED. Vendor will also track and share with the NHED the number of registrants and the number of attendees. All videos will be available on a YouTube channel with playlists that organize the trainings. Videos will be shared with the NHED for storage on the NHED Canvas site.

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

Contractor Initials MS
Date 5/19/22

**EXHIBIT C
Method of Payment**

The following budget costs are inclusive of planning time, labor and travel expenses. An initial invoice of \$100,000 to be submitted upon approval of the contract for the establishment of training materials, templates, and webinar trainings.

Budget through June 30, 2023	FY23
Project Oversight and NHED Collaboration	
Initial planning work session with NHED leadership team.	\$6,000
Bi-Weekly virtual meetings with NHED leadership team to include updates on school support, workshop and webinars counts and details, and general data coaching work.	\$39,000
Schedule definition, materials, and marketing descriptions.	
Bi-Monthly Report of school progress to bureau	\$9,000
Absolute Priority 1	
Priority 1A: Using Data to Inform Instruction	
Using Data to Target Instruction - a 2-credit course (Participants will have option to receive 2 credits from SNHU; stipends for credits will be available.)	\$48,000
Leveraging Data to Inform Instruction (full day, in person)	\$9,000
Priority 1B: Understanding and Leveraging NH Data	
How to Administer NH SAS and SAT Assessments (1-hour webinars)	\$9,000
Using NH SAS Modular Assessment Data to Drive Instruction	\$3,000
Title: Office Hours: Using NH SAS Modular Assessment Data to Drive Instruction	\$750
Title: Understanding and Leveraging the NHSAS 3-8 Results (1-hour webinars)	\$3,000
Title: Understanding your SAT Data (1-hour webinars)	\$3,000
Title: Understanding your ACCESS Data (1-hour webinars)	\$3,000
Title: How to Access your DLM Results (1-hour webinars)	\$3,000
Title: NHED Data Sources (1-hour webinars)	\$3,000
Title: iPlatform Series (1-hour webinars)	\$9,000
Priority 1C: Interim and Modular Assessment Support	
Title: School Support for Modular Assessments Grades K-8; 11	\$69,000
Title: Understanding Modular Assessments Webinar Series (1-hour webinars)	\$21,000
Priority 1D: Understanding Standards	
Title: Understanding Standards and Depth of Knowledge Series (1-hour webinars)	\$9,000
Title: Supporting English Language Arts Learning Through Competencies, Standards, and Assessments Series (1-hour Webinars)	\$12,000
Absolute Priority 2	

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

Contractor Initial MS
Date 5/19/22

EXHIBIT C CONTINUED

Priority 2A: Targeting and Differentiating Learning	
Title: Creating Effective PLCs Workshop (full day, in person)	\$10,500
Title: Techniques for Differentiation in the Classroom	\$3,000
Priority 2B: Increasing Student Skills and Addressing Learning Loss	
Title: Increasing Student Agency (1-hour webinar)	\$3,000
Title: High Impact, Low Stress Literacy Strategies to Accelerate Learning (1-hour webinar)	\$3,000
Title: Building a Math Thinking Classroom (1-hour webinar)	\$3,000
Priority 2C: Building a Culture of Data Literacy - Webinar for Administrator	
Title: Creating an Infrastructure for Data-Informed Instruction (1-hour webinar)	\$3,000
Priority 2D: Disaggregating and Analyzing Data	
Title: Using Excel to View your Assessment Results (1-hour webinars)	\$6,000
Title: Formatting your NH SAS Summative Assessment Results (1-hour webinars)	\$9,000
Total	\$299,250

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 \$299,250.

Funding Source: Funds to support this request are available in the account titled Assessment-Federal for FY 23 as follows:

	<u>FY 23</u>
06-56-56-562010-25340000-102-500731	\$299,250
Contracts for Program Service	

Method of Payment: Initial payment of \$100,000 to be submitted upon approval of the contract for the establishment of training materials, templates, and webinar trainings. Further payments will be made 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. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted electronically to:

Anne Wallace at anne.k.wallace@doe.nh.gov

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

Contractor Initial MS
Date 5/19/22

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 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 *[Signature]*
Date 5/19/22

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. 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.

Revised 6-25-21

Contractor Initials *MA*
Date *6/15/22*

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 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.

Revised 6-25-21

Contractor Initials *MA*
Date *5/19/21*

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 file 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.

Revised 6-25-21

Contractor Initials MT
Date 5/19/21

**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: 0005748144



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 April A.D. 2022.

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

William M. Gardner
Secretary of State

Certificate of Attestation

I, Michael Schwartz, as a single member of my Business Demonstrated Success, LLC hereby
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business Demonstrated Success, LLC
and may bind the organization thereby. (Name of Business)

I further certify that it is understood that the State of New Hampshire will rely on this
attestation as evidence that I have full authority to bind the organization.

Dated: 5.19.22

Attest: Michael Schwartz member
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2022

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 Kane Insurance 242 State Street Portsmouth NH 03801		CONTACT NAME: Emma Pankey PHONE (AG, No, Ext): (603) 433-5600 FAX (AG, No): (603) 740-5000 EMAIL ADDRESS: emma@kaneins.com	
INSURED Demonstrated Success LLC 444 Middle Street Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000	

COVERAGES CERTIFICATE NUMBER: CL223436806 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 SUBR INSD 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. <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY: <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y	[REDACTED]	08/10/2021	08/10/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (E&O occurrences) \$ 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 \$ COMBINED SINGLE LIMIT (E&O poolings) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ 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)
**Operations 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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