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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
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December 2, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Educational Opportunities to enter into a contract with Demonstrated Success, LLC (VC# 267483) of Portsmouth, NH in an amount not to exceed \$400,000 to provide Education Training Services as requested by the Office of Charter Schools, effective upon Governor and Council approval through August 31, 2026. 100% Federal Funds.

Funds are available in the account titled Charter Schools for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
06-56-56-567010-24500000-102-500731 Contracts for Program Services	\$100,000	\$200,000	\$50,000	\$25,000	\$25,000

EXPLANATION

The New Hampshire Department of Education (NHED) received a \$46 million grant from the United States Department of Education, to support the development and expansion of charter schools in the State. In the state's approved grant project, more than \$1.7 million has been budgeted for training services for charter schools. NHED is seeking to contract with multiple vendors to provide flexibility in this training program. This contract with Demonstrated Success, LLC., is the third of the nine agreements that will be presented to the Governor and Council for approval.

The NHED, Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools, under the Bureau of Educational Opportunities, has sought qualified vendors to provide this training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

Demonstrated Success, LLC is an education consulting company founded in 2014. Demonstrated Success, LLC provides customized professional development and tailored school support focused on a school's specific needs. Additionally, they are experienced in assisting schools to establish the practices and develop information technology (IT) systems that help to facilitate and streamline the work of the state, districts, and schools.

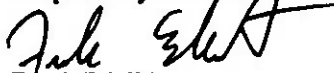
Demonstrated Success, LLC will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Topics will include utilizing student assessment data, curriculum alignment and development, and strategic planning. Training sessions will be designed to be delivered to individual schools and in conference settings.

A Request for Proposals (RFP) was advertised on the Department of Education website on 2/24/2022 with a deadline for proposals of 4/5/2022.

A review committee comprised of the Administrator of the Charter School Program Grant, the Charter School Program Grant Specialist, and the Administrator of Public Schools reviewed the proposals received by the deadline (Attachment A). Based on the review, the team recommended funding nine (9) proposals. Each contract will be submitted to the Governor and Council as it is completed.

The outcome NHED would like to achieve with this contract is to have a pool of qualified vendors available to provide training to developing and existing charter schools to improve sustainability and performance of public charter schools in the state, funded through our grant.

Respectfully Submitted



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet

Proposal Criteria in the RFP

Requirement	Description	Potential Score
Offerings	The depth and breadth of the proposed training sessions is greater than other proposers.	20
Approach	Commitment to helping the NHED Charter School Office meet their program goals, shows an understanding of working with schools, provide for a variety of approaches for delivering trainings, and show a collaborative spirit.	15
Capacity	Level of resources (staffing, equipment, tools, etc) and a plan to implement a well-organized, resourced, timely and efficient approach delivering trainings to the New Hampshire charter community.	20
Experience	Team's qualifications and experience providing training sessions for 5 or more years to non-profit entities and/or schools, and if they provided excellent references.	25
Rates	Rates are provided, easy to understand, and reasonable and appropriate in relation to the services and experience.	15
Maximum Score Per Reviewer		95

Proposals Received and Scored

Vendor	Kasey S.	Tal B.	Scott C.	Total	%
WestEd	95	95	95	285	100%
SchoolWorks	94	94	95	283	99%
Demonstrated Success	92	90	95	277	97%
NH School Board Association	88	89	95	272	95%
TNTP	82	88	90	260	91%
NH Charter School Foundation	78	86	90	254	89%
Results Ahead	78	81	85	244	86%
B. Feit Insight, Inc.	80	77	85	242	85%
Blundell Accounting Solutions	80	77	85	242	85%
Blue Learning (not awarded)	74	75	75	224	79%
National Association of Charter School Authorizers (not awarded)	74	71	75	220	77%
National Charter School Institute (not awarded)	66	71	80	217	76%
SNVA (not awarded)	52	61	80	193	68%

Review Process

A committee reviewed thirteen (13) proposals. Reviewers used a prepared rubric to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors. Reviews were completed by April 29, 2022. The review team met on May 5, 2022, to share rubrics and discuss outlying

ATTACHMENT A CONTINUED

scores. Reviewers were given the opportunity to revisit their scoring based on the discussion. Revisions to scores were minimal and documented during this meeting.

The final scores were entered into a spreadsheet where each vendor's final score was totaled. A vendor's total score was determined by the percentage of point awarded out of a maximum of 285 points. Vendors who scored at least 80% or more of the potential maximum points were selected for a contract and each contract will be presented to the Governor and Executive Council separately.

Reviewer Qualifications

Tal B. is the current Charter School Grant Administrator and has over 2 decades of experience in charter school operation and management. He has served as a school director was responsible for managing the continuing education and professional development of staff members including administrators and teachers. His decades of experience in varying roles within charter schools along with his year of experience in overseeing charter compliance gives him unique insight into the training areas of need for charter schools.

Kasey S. is the current Charter School Grant Program Specialist with over 2 decades of office administration and business management experience in the private sector. In her prior role, she was responsible for creating the systems and opportunities for professional development for over 80 employees and managing the budget and expenses associated with these opportunities. She has been with the New Hampshire Department of Education for just over one year.

Scott C. served as the Public Schools Administrator at the New Hampshire Department of Education for the past year. Prior to that, he served as a teacher and administrator in New Hampshire public schools for over 15 years. His experience in organizing and being the recipient of professional development training for teachers and administrators was very useful during the review and discussion of submissions.

Pricing

	Cost Proposal Breakdown							
	Hourly Rates					Per Course Pricing		
	Content	Delivery	Support	Highest Rate	Lowest Rate	Lowest	Mid	Highest
WestEd	\$ 160.00	\$ 160.00	\$ 100.00	\$ 219.00	\$ 100.00	\$ 10,000.00		
SchoolWorks	\$ 175.00			\$ 175.00	\$ 175.00	\$ 15,300.00	\$ 25,000.00	\$ 28,500.00
Demonstrated Success	\$ 325.00			\$ 325.00	\$ 325.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00
NH School Board Association						\$ 1,000.00		
TNTP						\$ 6,570.00	\$ 18,120.00	\$ 26,820.00
NH Charter School Foundation	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,500.00		
Results Ahead	\$ 150.00			\$ 150.00	\$ 150.00			
B. Felt Insight, Inc.	\$ 200.00	\$ 200.00		\$ 200.00	\$ 200.00			
Blundell Accounting Solutions						\$ 5,250.00		
Blue Learning (not awarded)	\$ 482.00	\$ 482.00	\$ 482.00	\$ 482.00	\$ 482.00	\$ 110,000.00		
National Association of Charter School Authorizers (not awarded)	\$ 175.00	\$ 200.00	\$ 75.00	\$ 200.00	\$ 75.00	\$ 20,775.00	\$ 24,713.00	\$ 19,250.00
National Charter School Institute (not awarded)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00		
SNVA (not awarded)	marked proposal as confidential							


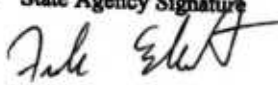
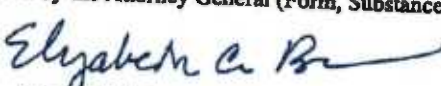
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 August 31, 2026	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Talmage Bayer, Administrator		1.10 State Agency Telephone Number 603-271-8049	
1.11 Contractor Signature  Date: 12-1-22		1.12 Name and Title of Contractor Signatory Michael Schwartz, President	
1.13 State Agency Signature  Date: 12/5/2022		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:  Elizabeth Brown On: 12/5/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MS
Date 12-1-22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

Additional Exhibits D-G

Demonstrated Success, LLC, represents that it has no employees, and as such, is effectively exempt from RSA 281-A. If the company shall hire any employees, however, the LLC would be required to comply with Paragraph 15 of the P-37.

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).

Contractor Initials DS
Date 12-1-22

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

EXHIBIT B SCOPE OF SERVICE

Charter School Training Services:

The New Hampshire Department of Education (NHED) Charter School Program grant sets forth requirements and expectations for providing technical assistance to current, developing, and new charter schools. The Office of Charter Schools, under the Bureau of Educational Opportunities, has identified areas of need within the charter community for training and technical assistance. Further, the Office of Charter Schools has sought qualified vendors to provide training in key areas of operation, compliance, and development. Through this contract, the Bureau of Educational Opportunities, Office of Charter Schools, seeks to provide Charter Schools in the State of New Hampshire with essential technical assistance, training, and support to build strong and sustaining schools. Services provided under this agreement are at the sole direction and discretion of the NHED.

Definitions

- **Attendees:** Virtual or in-person participants connected to the operation of an approved or developing charter school.
- **Charter School:** A school that has an approved charter issued by an approved authorizing agency for the State of New Hampshire or a developing charter school as defined in Ed 318.03.
- **Conference or Meeting:** An event organized by the New Hampshire Department of Education where the entire charter school and/or public-school community is invited to attend. Meetings and conferences can be virtual (held online), in-person at a set location, or hybrid.
- **Consultant, Vendor or Contractor:** Demonstrated Success, LLC
- **Course, Training, or Technical Assistance (TA):** A collection of elements, materials, information, and content developed by the vendor designed to inform or instruct attendees on a topic that, once developed, requires little to no modification to be presented more than once.
- **Direct to School:** Presentations delivered to a specific charter school, where the attendees are staff or developers of the charter school.
- **Element:** Segment of a course that can be delivered as a stand-alone topic.
- **Hybrid Event:** A conference or meeting that offers attendees an in-person and virtual option.
- **Instructor:** Individual, qualified in the subject matter for which they are presenting, that delivers the content of the presentation, and/or is charged with participating in the delivery of the presentation.
- **Materials:** Handouts, reproductions and printed items that support and enhance the content of the course.
- **NHED:** New Hampshire Department of Education
- **Presentation:** A single approved delivery of a course to attendees via a conference, meeting, or direct to school.

Deliverables

Task 1: Development and Delivery of Foundational Sessions

Upon receipt of a written request from NHED Office of Charter Schools, the consultant will develop the content and materials to present training course(s) designed for New Hampshire public charter schools. Content and materials will be prepared in a manner such that, once they are prepared, they may be presented multiple times with little modifications required. Courses will be prepared with built-in flexibility to allow for both in-person and virtual delivery and will utilize appropriate methods to keep audiences engaged. Courses listed below are currently available for the NHED Office of Charter Schools to approve for development.

Contractor Initials MS

Date 12-1-22

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

Course 1: Understanding Education Data (*three elements, 90-minutes each*) Charter school teams will:

- Learn how to access, analyze and leverage conclusions from the New Hampshire Statewide Assessment System data and associated modular assessments.
- Explore an array of student achievement measurements ranging from performance assessments designed to measure the transfer of learning to national assessments.
- Learn how to leverage observational, focus group, and survey data to gather information about social-emotional health, school culture, and climate.

Course 2: Understanding Curriculum Development & Design (*three elements, 90-minutes each*) Charter school teams will:

- Understand concepts of Backward Design where planning begins with student performance objectives (assessment) and builds backward to design the learning experiences that will move each student toward the desired mastery.
- Understand that a vertical content area curriculum needs to be built on progressions of learning that align in order to achieve the school's vision of a graduate.
- Understand the role of formative and summative assessment in assuring that the taught curriculum is consistent with the articulated curriculum.

Course 3: Aligning Curriculum to State Standards (*three elements, 90-minutes each*) Charter school teams will:

- Analyze Common Core State Standards (CCSS) aligned items in English Language Arts, math, and science to identify what students should know and be able to do in those areas.
- Work in grade span content teams to analyze the standards, articulating "I Can" statements to articulate what the standard is asking students to know and do.
- Work in content teams with tuning protocols to gain feedback from content specialists and colleagues regarding curriculum alignment to standards.
- Learn about curriculum tools that are NH Standards-aligned, research-supported, and reviewed by reliable third-party evaluators.

Course 4: Template for Curriculum Alignment for Use During Authorization (*one element, 90-minutes*) Charter school teams will:

- Participate in Community of Practice focus groups to test and develop a user-friendly, efficient template to align curriculum.
- Use Educator Success Platform to align curriculum for authorization.

Course 5: Coaching and Support for New Schools During Start-Up (*five elements, 90-minutes each*) Charter school teams will:

- Examine several other charter schools' journeys, utilizing framing questions that will best serve each participant.
- Analyze start-up plans to identify both strengths and weaknesses.
- Gather materials to further develop a school management manual for their specific context and vision.
- Identify, choose, and begin (or continue) to develop critical structures to support their startup, including
 - Safety Protocols and Emergency Action Plans.
 - Leadership Team Development.
 - Strategic Action Planning.
 - Essential checklists for all essential management tasks.
 - Professional development plan to forward the initial goals of the strategic plan.

Course 6: Enabling Continuous Professional Growth for Educators (*three elements, 90-minutes each*) Charter school teams will:

- Understand current research on best practices to support continuous educator growth.
- Reflect upon and analyze the current professional culture of their school or the school they aspire to create.

Contractor Initials MA

Date 12.1.22

- Explore high-leverage structures and strategies that could support continuous growth for all staff in their school. These will include:
 - Educator evaluation tools and methods for calibration.
 - Practice protocols for providing effective feedback – peer-to-peer, student-to-teacher, administrator-to-teacher, and teacher-to-administrator.
- Course 7: Strategic Planning (*three elements, 90-minutes each*) Charter school team will:
 - Choose a strategic planning and school improvement/development model that complements their vision for their school.
 - Create benchmark goals for years one, two, and three.
 - Develop a detailed plan and complementary supporting structures for year one.
- Course 8: Effective Engagement in Change (*three elements, 90-minutes each*) Charter school teams will:
 - Define strategies for consensus-building that fit the institutional vision and style.
 - Learn how to democratically build a mission and vision to forward shared goals.
 - Learn a variety of strategies, such as consensus-based leadership teams, restorative circles, Question Formulation Technique (QFT), and empathy interviews to include the voices of all stakeholders.
 - Develop communication structures and plans to involve all stakeholders from the visioning process to celebrating success.

Additionally, upon request from NHED Office of Charter Schools and agreement of the consultant, the consultant will develop materials and content for future courses identified during the course of the contract. These courses will be consistent with and aligned to the experience and expertise outlined in the consultant's proposal. Development and delivery of subsequent courses will be prepared as noted within this task.

The development of any course approved by NHED shall be compensated at the rate noted for Task 1 in Exhibit C. Please note that NHED does not imply, state, or guarantee approval of any course by including it within Task 1.

Hotel allowances will only be paid for presentations given in excess of 90 miles from the consultant's main office and for events that are in excess of six (6) hours in duration, that begin earlier than 9am or end later than 6pm. In these instances, the vendor may charge for hotel expenses per diem. Hotel per diem rates will be reimbursed based on the US General Services Administration (GSA) Per Diem Rate Schedule for New Hampshire. The GSA Per Diem 2022 Rate Schedule for New Hampshire is located at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Mileage will be reimbursed based on IRS mileage reimbursement rate. Only events held in-person and presented in-person will be subject to mileage and hotel allowance.

Task 2: Office Hours and Support

Demonstrated Success, LLC will provide for each of the twenty-four, 90-minute Foundational Sessions a virtual office hour so that individuals or groups can Zoom in to pursue a conversation or address questions that pertain to specific topics.

Task 3: Community of Practice Sessions

Demonstrated Success, LLC will offer topic-specific support for each of the eight courses outlined in Task 1. Cohorts will be offered to attendees or proxies of attendees who attended the specific topic presentations in Task 1. Cohorts will meet in a Community of Practice format online for 90 minutes or in-person for a half-day, depending on the topic and cohort preference. Within these sessions, Demonstrated Success, LLC will provide support and resources and facilitate collaboration with colleagues toward common goals. In-

Contractor Initials MS
Date 12.1.22

person sessions will be held at the NHED or at a school site. In-person Community of Practice sessions will be facilitated similar to Critical Friends Groups (CFGs) and will leverage tuning protocols, critical thinking, and problem-solving protocols to elicit valuable knowledge and perspectives from the whole group to address common challenges teams are facing. During these Community of Practice Sessions, Demonstrated Success, LLC will provide the cohort with resources, templates, and expertise from the field.

Task 4: Direct to School Support

Demonstrated Success, LLC will provide in-person or virtual support for any planning group, school, or collection of school staff to support the following: facilitate embedded professional development at their school site; facilitate strategy meetings, community meetings; model Tier one, two and three practices; conduct data reviews; establish systems for intervention, instructional rounds, social and emotional learning, and behavior support practices, or any school development topic outlines in the course descriptions.

Schools will select half or full-day content-based workshops, embedded lesson modeling, peer coaching models, such as Japanese Lesson Study or Instructional Rounds, facilitation of Professional Learning Communities (PLC) or strategic planning sessions. Work under this task will also include development of tools to support the content and assist the schools in sharing the information with other staff members including creating "micro-learning" videos focused on a discreet objective, copies of training slides, and formatted data to facilitate rigorous team data analysis for use on-demand.

Hotel allowances will only be paid for presentations given in excess of 90 miles from the consultant's main office and for events that are in excess of six (6) hours in duration, that begin earlier than 9am or end later than 6pm. In these instances, the vendor may charge for hotel expenses per diem. Hotel per diem rates will be reimbursed based on the US General Services Administration (GSA) Per Diem Rate Schedule for New Hampshire. The GSA Per Diem 2022 Rate Schedule for New Hampshire is located at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Mileage will be reimbursed based on IRS mileage reimbursement rate. Only events held in-person and presented in-person will be subject to mileage and hotel allowance.

Consultant Requirements & Deliverables:

- No work on development of individual courses or presentations can be done without the written approval of the Office of Charter Schools. Failure to obtain approval will result in denial of invoice.
- The consultant will provide an adequate number of instructors that are fully qualified in the subject to be delivered.
- To gain approval for development of a course, the consultant will provide an outline or syllabus of the content to be developed along with an estimated time to present the material to NHED, and the anticipated audience or school, if known. NHED will review the appropriateness of content to address the need for training, the quality of previous trainings, and feedback from the previous presentations.
- Any request received by the consultant for Direct to School training must be forwarded to and coordinated through the Office of Charter Schools for approval. To gain approval to present a requested course, the consultant will provide the course requested along with the school requesting the training for review and approval.
- For each presentation request, the consultant will provide the Office of Charter Schools with a schedule for delivery that ensures sufficient time is allotted to deliver the content of the session and provide for a reasonable time for question-and-answer.

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

- The consultant is responsible for all effort, time, materials, and resources to organize, and develop the content of their courses and elements. The fee noted for Task 1 includes all these items per element.
- For each presentation, the consultant will solicit feedback from attendees and provide a summary report or record of feedback received to the NHED Charter School Office. Consistent negative feedback may affect the ability of NHED to approve subsequent course development and presentation requests.
- For each presentation, the consultant will provide a record of attendees.
- A record copy of the presentation and materials may be requested to comply with terms of the funding source and to demonstrate acceptable use of federal funds. Record copy will be acceptable in electronic or print.
- For charter community-wide presentations at the monthly charter meeting or similar events, NHED may request or require the session to be recorded for future use and in development of best practice libraries.
- While NHED may serve as the host and coordinator for certain course delivery opportunities, the consultant will have the appropriate license and access to Zoom or similar software in order to schedule, host and moderate virtual training sessions.
- All materials developed under this agreement will contain the following disclaimer:
"These materials were developed in part with funding from a grant from the U.S. Department of Education. The contents do not necessarily represent the policy of the Department of Education, and endorsement by the Federal Government should not be assumed."

NHED Responsibilities:

- NHED Office of Charter Schools will provide charter schools with the information on available, approved courses to be delivered Direct to School to assist the consultant in marketing their training and courses.
- For conferences organized by NHED where the consultant is one of many scheduled to present, NHED will coordinate the event and invite the charter community. NHED will serve as the host and moderator, and in the instance of virtual conferences, utilizing NHED's Zoom account. NHED will secure adequate space for the purpose of the event as well as coordinate the event and overall schedule. NHED will issue the invitations and manage the attendance of such events, including tracking of attendees in break-out sessions, if applicable.
- NHED will work closely with the consultant on developing trainings, schedule and methods for delivery including developing targeted trainings for Direct to School sessions.
- NHED will share training needs as they are identified through feedback received and as the program progresses. NHED will offer the opportunity for the consultant to prepare courses for identified needs when they align to the consultant's skills and experience.

Contractor Initials MS

Date 12-1-22

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

**EXHIBIT C
METHOD OF PAYMENT**

Budget:

Item	Unit Cost	Units	Contract Maximum
Task 1: Foundational Sessions/Courses	\$1,500 per element	TBD	\$175,000
Task 2: Office Hours Support Sessions	\$325 per session	TBD	\$25,000
Task 3: Half Day Community of Practice Sessions	\$2,250 per session	TBD	\$50,000
Task 3: Virtual Community of Practice Sessions	\$750 per session	TBD	\$50,000
Task 4: Direct to School Support	\$1,500 per session	TBD	\$75,000
Allowable costs as needed (mileage, per diems, printed training materials)	TBD	TBD	\$25,000
Total			\$400,000

Limitation on Price:

Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$400,000.

Funding Source:

Funds are available in the account titled Charter Schools for FY2023 and are anticipated to be available in FY2024 – FY2027 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
06-56-56-567010-24500000-102-500731 Contracts for Program Services	\$100,000	\$200,000	\$50,000	\$25,000	\$25,000

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:

Kasey Silva
Division of Education Analytics & Resources
DOE.NHCSP@doe.nh.gov.

Contractor Initials *MA*
Date *12/12*

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials AGJ
Date 12.5.22

Exhibit E

Federal Debarment and Suspension

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

Revised 6-25-21

Contractor Initials MA
Date 12.22

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 NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials MS
Date 12.1.22

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials MA
Date 11.1.22

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 black ink, 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
(Name) (Name of Business)

under RSA 304-C hereby 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 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 corporation. 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: 12-1-22

Attest:  president
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2022

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 (A/C, No, Ext) (603) 433-5600 FAX (A/C, No) (603) 740-5000 E-MAIL ADDRESS emma@kaneins.com																						
INSURED Demonstrated Success LLC 444 Middle Street Portsmouth NH 03801		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Sentinel Insurance Co</td> <td>11000</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Sentinel Insurance Co	11000	INSURER B			INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER C																								
INSURER D																								
INSURER E																								
INSURER F																								

COVERAGES **CERTIFICATE NUMBER:** CL2272738280 **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	ADJ. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLA MS-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 NJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/PROP 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 NJURY (Per person) \$
							BODILY NJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLA MS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROP' ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE OTH-ER
			N/A				E L EACH ACC DENT \$
							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 St 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 	