

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

June 14, 2013

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

100% Federal Funds

REQUESTED ACTION

1. Authorize the Department of Education, Division of Instruction to contract with Michael Williamson, Amherst, NH (vendor code 204410), to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of the New England Common Assessment Program (NECAP) test development in Reading, Grades 3-8 & 11 and Writing, Grades 5, 8 & 11. This contract will be in effect from July 10, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$20,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

Account Number 06-56-56-562010-64220000-102-500731
Department of Education, State Assessment Program

FY 14
\$20,000.00

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

EXPLANATION

A Request for Proposals was developed and posted on the Department website and in the Union Leader. Proposals would be considered until the position had been filled. The purpose of this Request for Proposals was to seek proposals from individuals to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of the New England Common Assessment Program (NECAP).

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

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The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

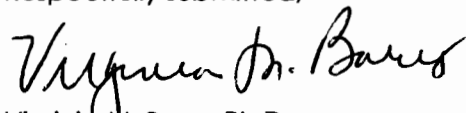
A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve.

The Department of Education would like to contract with Michael Williamson in order to allow him to work on all aspects of NECAP test development in Reading and Writing. Mr. Williamson has degrees in English and Fine Arts from Cambridge University in England and additional coursework from the University of Maine. He has taught at both the elementary and high school levels and has worked in different capacities on state assessments in Maine, Massachusetts and New Hampshire. He has served on the Item Review and Standards Setting Committees for New Hampshire since 2009, and the Department has received positive feedback from the NECAP reading and writing team about his contributions to the work. His strong content background, teaching experience and NECAP experience make him well suited to continue in the position.

Only one proposal was received. It was reviewed by the Administrator for the Bureau of Accountability & Assessment. He recommended this candidate for the Reading and Writing position.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:sjm:emr

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

Subject:

NECAP Test Development in Reading & Writing for both Grades 3-6 & 7,8 & 11 FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH State Department of Education, Bureau of Accountability		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Michael Mason Williamson		1.4 Contractor Address 66 Daniel Cater Road, Barrington, NH 03825	
1.5 Contractor Phone Number (603) 948-2210	1.6 Account Number 06-56-6422-102-500731	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature M. M. Williamson		1.12 Name and Title of Contractor Signatory Michael Mason Williamson	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>6/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Angela Green</u>		ANGELA GREEN Notary Public - New Hampshire My Commission Expires February 20, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela Green SHS Principal's Secretary</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph. D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Karen Hutchins</u> Director, On: <u>6-25-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/27/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials M-M-W
Date 6/12/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials M.M.W.
Date 6/12/13

EXHIBIT A

SCOPE OF SERVICES

Michael Williamson will provide the following services to the New Hampshire Department of Education from July 10, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2014:

- Work with the Measured Progress item developers and the content specialists to review and make final approval decisions on Item Review Committee recommended edits.
- Come to consensus with four state content specialists and Measured Progress Staff to select items for the Operational Tests.
- Review Bias Committee feedback regarding new reading passages and field test items.
- Review actual test forms for "fatal flaws" providing Measured Progress with edits prior to production.
- Come to consensus with four state content specialists on which items and student work to release to the public, so that student work illustrates proficiency levels and furthers understanding in the field of rubrics and scoring.
- Participate in the Benchmarking Process in order to determine and select student work samples that illustrate each score point for individual items. These samples are then used as anchor papers for Measured Progress to use as training tools for the scoring process.
- Work with state content specialists, Assessment Directors, and Measured Progress developers to discuss statistics of field test items.
- Be available for conference calls and be able to travel to Dover, NH for face to face meetings already scheduled.
- Participate in Bureau and Department meetings periodically to share information as required.

REPORTING

Mr. Williamson will provide the Administrator reports that document the work accomplished, any questions or concerns that may have arisen during NECAP work, and a log of time and travel.

M.M.W.
Contractor
Initials

6/12/13
Date

EXHIBIT B

Budget

Budget (through June 30, 2014)

Professional services (\$50.00 per hour) not to exceed	\$20,000.00
Total	\$20,000.00

Method of Payment: Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Scott J. Mantie, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

M.M.W.
Contractor
Initials

6/12/13
Date

EXHIBIT C

Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1 and 14.1.1.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per coverage levels set forth in the attached Liberty Mutual Insurance Policy Number AOS-218-600390-40.

Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for one additional fiscal year, subject to the contractor's acceptable performance of the terms therein and pending legislative approval of the next biennium budget.

M.M.W. 6/12/13
Contractor Date
Initials

RESUMÉ

Michael Mason Williamson
66 Daniel Cater Road
Barrington, NH 03825
(603) 948-2210

Education

Westminster School	Modern Languages
Cambridge University	BA English and Fine Arts
	MA English and Fine Arts
Wall Hall College, Cambridge Inst. of Ed.	PGCE with distinction
International House, London	RSA (TEFL qualification)

Additional Coursework

Teaching Exceptional Students (University of Maine, 1991), Effective Teaching (University of Maine, 1993), American Realism and Naturalism (University of Maine, 1995), AP English (Taft Educational Center), AP English (St. Johnsbury Academy)

Relevant experience

England

Oxford Intensive School of English

Malaysia

Sekolah Menengah Masai (TESOL)

Maine

Boothbay Harbor High School

English teacher (AP)

New Hampshire

1999-2009

Hollis/Brookline High School

English teacher (AP)

Measured Progress / Advanced Systems

1994-2007

Maine Educational Assessment Program: Reader and Table Leader

Writing Test Development Committee

New Hampshire Educational Assessment Program: Test Development Committee

New England Common Assessment Program: Test Development Committee

Massachusetts Common Assessment System: Assistant Chief Reader @ Cape Elizabeth

The College Board

AP Lit and Comp. Reader

1996-2004

AP Lit and Comp. Table Leader

2005-2009

US Dept. of Ed. Grant Reader for AP program

2004

New Hampshire Teacher Certification Committee

2008-2009

NH Dept. of Ed. NECAP Consultant

2010-present

Policy Declarations

A summary of your auto insurance coverage

Thank you for renewing with us.

Your declarations are effective as of 11/01/2012.



INSURANCE INFORMATION

Named Insured: Michael Williamson
Policy Number:
Policy Period: 11/01/2012-11/01/2013 12:01 AM
standard time at the address of the
Named Insured as stated below.
Mailing Address: 66 Daniel Cater Rd
Barrington NH 03825-4105
Affinity Affiliation:

Vehicles Covered by Your Policy

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2006	BUICK	LACROSSE	
2	2007	TOYOTA	RAV4	

Coverage Details

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

Coverage Information

Total Annual Policy Premium : \$835.00
Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

COVERAGE	LIMITS	PREMIUM PER VEHICLE		
		VEH 1	VEH 2	
A. Liability				
Bodily Injury	\$ 250,000	Each Person	\$99	\$107
	\$ 500,000	Each Accident		
Property Damage	\$ 100,000	Each Accident	\$73	\$88
B. Medical Payments				
	\$ 5,000	Each Person	\$9	\$12
C. Uninsured Motorists				
Uninsured Motorists	\$ 250,000	Each Person	\$17	\$21
Bodily Injury	\$ 500,000	Each Accident		



ACTION REQUIRED:

Please review and keep for your records.



QUESTIONS ABOUT YOUR POLICY?

By Phone
1-803-772-1027
1-877-665-7193

Liberty Mutual Office
92 Portsmouth Ave Ste 5
Exeter NH 03833

Sales Representative
Shaun M Leonard

Visit us online
LibertyMutual.com



MANAGE YOUR ACCOUNT ONLINE

Sign up for eService
LibertyMutual.com/eService

To report a claim

By Phone
1-800-2CLAIMS
(1-800-225-2487)

Online
LibertyMutual.com/claims