

CV 74



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

July 14, 2014

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

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement to contract with Rose Colby, Epping, NH (vendor code 150273), in an amount not to exceed \$40,000.00, for the period effective August 5, 2014 or the date of Governor & Council approval, whichever is later, to July 1, 2015, to assist the Department in providing technical assistance and professional learning opportunities on competency education best practices, as well as measures to assess those competencies and in providing technical assistance to Title I Priority and Focus schools. 100% Federal Funds

Funding is available in the accounts entitled Compensatory Education and Title II Prof Develop as follows:

	<u>FY15</u>
06-56-56-563010-32610000-102-509073 Contracts for Program Srvcs.	\$30,000.00
06-56-56-563010-21830000-102-500731 Contracts	\$10,000.00

EXPLANATION

A Request for Proposals was developed and posted on the Department website on May 23, 2014 with the deadline for receipt of proposal being June 6, 2014. The Department was seeking individuals to work as New Hampshire Department of Education liaisons to: 1) assist in designing and implementing activities and providing technical assistance to advance knowledge in the field regarding the state's priorities; 2) assist the Department in providing support to the state's Title I Priority and Focus Schools; and 3) serve as liaisons between the state and school districts and professional organizations to help ensure two-way, meaningful communication, collaboration and coherence of priorities.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

July 14, 2014

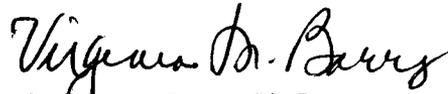
Page Two

Five proposals were received, reviewed and rated using a scoring rubric by an evaluation team. The team consisted of the Commissioner of Education and the Director for the Division of Educational Improvement. All five have been recommended to provide services and are being brought forward for approval.

The Department of Education would like to contract with Rose Colby to assist the Department in providing technical assistance and professional learning opportunities on competency education best practices, as well as measures to assess those competencies. In addition, she will assist educators and leaders with instructional strategies, including but not limited to personalized instruction and project-based learning; assist in the organization and on-going development of the New Hampshire Network for Competencies and Quality Performance Assessments; and provide technical assistance to Title I Priority and Focus schools.

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

Respectfully submitted,



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

VMB:hg:emr

Subject: New Hampshire Department of Education Liaison

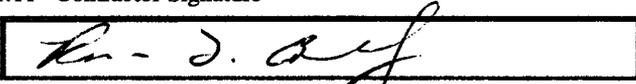
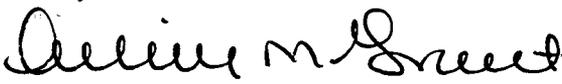
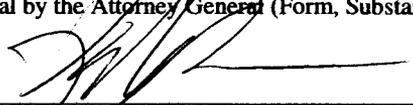
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Education, Division of Educational Improv</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Rose Colby</u>		1.4 Contractor Address <u>7 Blackford Lane, Epping, NH 03042</u>	
1.5 Contractor Phone Number <u>603-679-2823</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$40,000.00</u>
1.9 Contracting Officer for State Agency <u>Heather Gage, Director, Division of Educational Improvement</u>		1.10 State Agency Telephone Number <u>603-271-5992</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Rose Colby</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/2/14</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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>ARLINE M. GRANT</u> Notary Public - New Hampshire My Commission Expires October 26, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana J. Wellington</u> Director, On: <u>7/17/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/18/14</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.

Contractor Initials
Date 7/2/14

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 *MS*
Date *7/2/14*

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.

EXHIBIT A

SCOPE OF SERVICES

Rose Colby will provide the following services to the New Hampshire Department of Education and New Hampshire schools and districts, for the period effective August 5, 2014 or Governor and Council approval, whichever is later, through June 30, 2015:

- Attend all monthly meetings of the Quality Performance Assessment (QPA) Policy Committee
- Collaborate with associates of the Center for Collaborative Education (CCE) and National Center for Assessment (NCA) in the development and delivery of the Quality Performance Assessment cohort sessions
- Review Performance Tasks for refinement and validation for the NH Performance Assessment Task Bank
- Provide support to the Commissioner's office in tasks and representation of NH in the Innovation Lab Network
- Provide onsite support to schools and districts in NH in the implementation and support for competency education as outlined in the 2014 Minimum Standards for Public School Approval
- Provide coaching support for PACE districts during 2014-15, while working in collaboration with NH Dept. of Ed, CCE, and NCA
- Represent the QPA network as part of the NH Network and collaborate with 2Revolutions in projects that support the NH Network
- Provide support for competency education in NH as requested by the Deputy Commissioner of Education

REPORTING

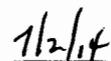
Ms. Colby will provide the Division of Educational Improvement Director and/or their designee with the following reports/invoices:

Monthly Reports: Reports must detail the activities and approved work plan deliverables completed during the month. All work products and communication logs (with partners, schools, etc.) must be submitted with the monthly reports.

Monthly Invoices: Invoices are required to be submitted each month with the monthly report.



Contractor
Initials



Date

EXHIBIT B

Budget

Budget (through June 30, 2015)

Professional services (\$600.00 per day) not to exceed \$40,000.00	FY 15
06-56-56-563010-32610000-102-509073	\$30,000.00
06-56-56-563010-21830000-102-500731	\$10,000.00
Total	\$40,000.00

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

Heather Gage, Director
Division of Educational Improvement
NH Department of Education
101 Pleasant Street
Concord, NH 03301



Contractor
Initials



Date

EXHIBIT C

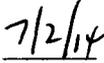
Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1, and 14.1.1.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Progressive Insurance Company's Policy.

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



Contractor
Initials



Date

ROSE LAROCHELLECOLBY
[REDACTED]
7 BLACKFORD LN
EPPING, NH 03042

Policy Number: [REDACTED]

Underwritten by:
Progressive Universal Insurance Co
February 18, 2014
Policy Period: Apr 1, 2014 - Oct 1, 2014
Page 1 of 2

progressive.com
Online Service

Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 1, 2014 at 12:01 a.m. This policy expires on October 1, 2014 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 96 10D NH (05/06). The contract is modified by form Z35 7 (01/07).

Drivers and household residents

	Date of Birth	Gender	Marital Status
ROSE LAROCHELLECOLBY	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	Named insured, rated		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	Named insured, rated		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	not rated		

Outline of coverage

2008 Toyota Matrix

VIN: [REDACTED]
Garaging ZIP Code : 03042 Territory: 34
Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$117
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		36
Medical Payments	\$5,000 each person		20
Comprehensive	Actual Cash Value	\$100	15
Collision	Actual Cash Value	\$100	118
Rental Reimbursement	up to \$30 each day/maximum 30 days		12
Roadside Assistance			4
Total premium for 2008 Toyota			\$322

2010 Toyota Rav4

VIN: [REDACTED]
 Garaging ZIP Code : 03042 Territory: 34
 Primary use of the vehicle: Commute

	Units	Deductible	Premium
Liability To Others			\$110
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		22
Medical Payments	\$5,000 each person		12
Comprehensive	Actual Cash Value	\$100	28
Collision	Actual Cash Value	\$100	124
Rental Reimbursement	up to \$30 each day/maximum 30 days		13
Roadside Assistance			3
Total premium for 2010 Toyota			\$312
Total 6 month policy premium			\$634.00
Discount if paid in full			-103.00
Total 6 month policy premium if paid in full			\$531.00

Premium discounts

Policy [REDACTED]
 Multi-Policy, Home Owner, Loyal Customer, Three-Year Safe Driving, Five-Year Accident Free, Multi-Car and Continuous Insurance: Diamond

Company officers


 Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2008	Toyota	Matrix	[REDACTED]	TY	MA	44	XX
2010	Toyota	Rav4	[REDACTED]	TY	RV	5H	XX

NH Department of Education Liaisons RFP

Scoring Rubric

The committee members responsible for the review of the proposals include the following individuals: Commissioner Virginia Barry and Heather Gage

NAME	Significance of Proposal – Description of applicant's recommendations assist the Department in implementing the priority area selected (1.0). This will include the applicant's workplan and timeline.	Quality of Services to be Provided – Technical Skill, including, but not limited to, facilitation, collaboration, presentations, report writing, and product development	Quality of Services to be Provided – Content knowledge in the priority area selected	Total (Out of 100)
Bob Manseau – Principal Effectiveness	49	24	25	98
Sandy Kent – Competencies & Perf. Based Assessments	48	23	25	96
Rose Colby – Competencies & Perf. Based Assessments	47	24	25	96
Jane Bergeron Beaulieu Instructional Support	48	23	25	96
Jean Briggs Badger Early Childhood	48	24	25	97