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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

May 31, 2013

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

*Retroactive
100% Federal Funds*

REQUESTED ACTION

Authorize the Department of Education, Division of Instruction to retroactively renew the contract with Judith Curran Buck, Derry, NH (vendor code 153964), previously approved by Governor and Council on July 11, 2012 (Item #86), to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of NECAP (New England Common Assessment Program) test development and review in Mathematics. This contract will be in effect upon Governor and Council approval, for the period beginning July 1, 2013 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

FY14
\$20,000.00

EXPLANATION

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:

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

Her Excellency, Governor Margaret Wood Hassan
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Page Two

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 renew the contract with Judith Curran Buck in order to allow her to continue her work. She has become an important member of the New England Common Assessment Program (NECAP) content team and has represented NH well in the assessment conversations and item development. This contract will enable the Department to continue utilizing her extensive mathematics expertise and experience with NECAP.

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:SM:emr

Subject:

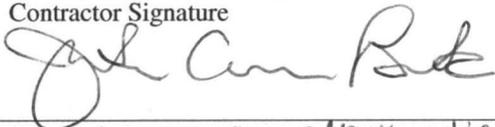
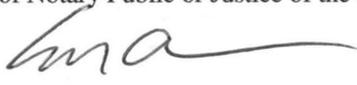
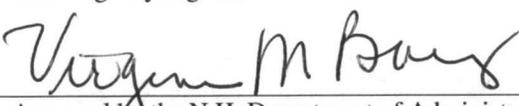
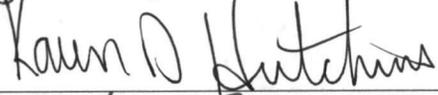
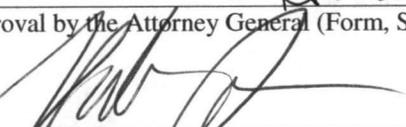
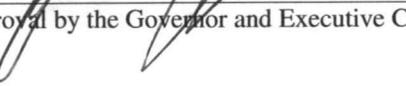
NECAP test development in Mathematics for both grades 3-6 and 7,8 &

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 Accountabi		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Judith Curran Buck		1.4 Contractor Address 5 Cole Road, Derry, NH 03038	
1.5 Contractor Phone Number 603-434-2057	1.6 Account Number See Exhibit B	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 Accountab		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Judith Curran Buck	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Rockingham</i> On <i>30 May, 2013</i> , 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]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Evan A. Labell Notary Public, State of New Hampshire My Commission Expires Aug. 22, 2017 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Evan A. Labell, Branch Manager, Notary Public</i>			
1.14 State Agency Signature 		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:  Director, On: <i>6-10-13</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <i>6/19/13</i>			
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 *JCP*
Date *5/30/13*

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

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

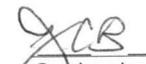
Dr. Judith Curran Buck will provide the following services to the New Hampshire Department of Education from the date of Governor and Council approval, for the period July 1, 2013 to June 30, 2014:

- 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

Dr. Buck will provide the Bureau 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.

Page 1 of 3


Contractor
Initials

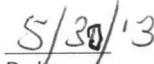

Date

EXHIBIT B

Budget

Budget (July 1, 2013 through June 30, 2014)

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

Funding Source: Funding for this contract is 100% Federal Funds from the following account:

	<u>FY 14</u>
06-56-56-562010-64220000-102-500731	\$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

JCS
Contractor
Initials

5/30/13
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 United Services Automobile Association's Policy Number 00321 62 46U 7108 3.

CS
Contractor
Initial

5/30/13
Date

JUDITH CURRAN BUCK

EDUCATION

▪	Ph. D.	University of New Hampshire	Mathematics Education
▪	M.A.	State University of New York at Stonybrook	Mathematics
▪	B.S.	Bridgewater State College	Mathematics

PROFESSIONAL EXPERIENCE

▪	2006 –	Self-employed	Mathematics Education Consultant
▪	2002 – 2006	Calvary Christian School	Principal, K-12
▪		Plymouth State College	Rank: Associate Professor w/ Tenure
▪		University of New Hampshire	Graduate Associate, Instructor
▪		Calvary Christian School	Secondary Teacher, Mathematics

PROFESSIONAL OUTREACH/SERVICE

-
- President. New Hampshire Teachers of Mathematics. (NHTM). (2010 - 2012).
 - Mathematics Content Specialist for the New England Common Assessment Program (NECAP). Contracted by the NH Department of Education (2009 -).
 - Program Chair for NCTM Regional Conference to be held in Hartford, CT, October, 2012.
 - Member. NCSM Regional Director Leadership Team. (2008 –).
 - Member. Writing team for the NH State Department of Education's Quantitative Literacy Project. (2008 – 2009).
 - Mathematics Education Consultant for Derry School District assisting in the revision of Benchmark Assessments (Gr K-8) and providing training for Principals in the analysis and use of Benchmark data. (2009).
 - Mathematics Education Consultant/Course facilitator for districts of Bartlett, Canaan, Exeter and Derry, NH as contracted by the NH-IMPACT Center. (2006 – 2008).
 - Member. Advisory and Writing Committees to revise NH Certification Standards in Mathematics. (2007 - 2008).
 - Proofreader. Algebra I textbook and supplements for Coordination Group Publications, UK. (2006 – 2007).
 - Trained Facilitator for courses in "First Steps in Mathematics: Number" and "First Steps in Mathematics: Measurement". (2007 – 2008). Courses in NH, CT, RI, MA, IL, TX, MN.
 - Face-to-face and on-line course facilitator using Developing Mathematical Ideas (DMI) materials as contracted by the Education Development Center (EDC). (2006).
 - Conference Co-Chair. ATMNE annual conference. Manchester, NH. (November, 2003).
 - Mathematics Advisor: NH-IMPACT Center. (1999 - 2002).
 - NHTM Board Member. (1996 – 2003).
 - State Mathematics Contest test-writer and scorer. (1998-2003).
 - Member. Committee for the selection of the middle school to receive the "New Hampshire Excellence in Education School Award". NH State Department of Education. (March, 2002).
 - Member. Review Panel for grant proposals submitted to the NSF. Arlington, VA. (December, 2001).
 - Mathematics Education Consultant/Mentor. Winnesquam Regional School District (1997-1998), Auburn Village School & Lancaster School (1999), Madison Elementary School (1998 - 1999), Timberlane Regional Middle School (1999-2001), Kearsarge Regional Middle and High School (2000-2002), and Londonderry Middle School (2002).
 - Member. Praxis standard setting panels for secondary and middle school mathematics. NH State Department of Education. (1998 - 1999).
 - Director, NH-MAJIC (1995- 2001).
 - Member. Grade 10 Mathematics Content Committee for the NH Educational Improvement Assessment Project (NHEIAP). NH State Department of Education. (1994 – 1999).

INVITED PRESENTATIONS

-
- "The Common Core's Focus on Fractions". To be presented at the NCTM Annual Meeting, Denver, CO (April 2013).
 - "Fostering Algebraic Thinking, K-8". NCTM Regional Conference, Boston, MA. (October, 2009).
 - "Uncovering and Clarifying Students' Misconceptions about Mathematics". ATMNE Conference, Springfield, MA. (November, 2007).
 - "Modeling Functions with Technology". NHTM Spring Conference, Durham, NH. (March, 2005).

- "Supporting Teachers through DMI Seminars: Case studies, videos and activities help teachers think through the major ideas of K-7 mathematics". NHTM Spring Conference, Manchester, NH. (March, 2003).
- "Curriculum Development/Alignment Math". North Country Education Foundation at the North Country Staff Development Day. (October, 2001).
- "Highlighting the Connections between Algebra and Geometry". NCTM Regional Conference, Somerset, NJ. (October, 2001).
- "Early Algebra: Engaging Activities from the New Standards-Based Curriculum Projects". NCTM Regional Conference, Springfield, MA. (November, 2000).

PROFESSIONAL DEVELOPMENT ACTIVITIES

- Participant. NCSM PRIME Leadership Seminar. Boston, MA. (October, 2009).
- Participant. NH Instructional Coaching Institute. Whitefield, NH. (August, 2009).
- Participant. T³ 3-Day Hands-on Institute. Worcester, MA. (July, 2007).
- Participant. Curriculum Topic Study: Tools and Resources for Mathematics Leaders. Worcester, MA. (November, 2006).
- Participant. Algebra: Kick it Up a Notch. Bedford, NH. (March, 2003).
- Participant. Analyzing Student Work: A Professional Development Model. Newton, MA. (March, 2002).
- Participant. Designing Transformative Learning Experiences for Teachers of Science & Mathematics. Worcester, MA. (June, 2001).
- Participant. Integrating Technologies with Standards-Based Curriculum. Waltham, MA. (July, 2001).
- Participant. Curriculum Trainer Institute for the middle school curriculum *Connected Mathematics*. (Summer, 2001).
- Participant. *Developing Mathematical Ideas* (DMI) CESAME Summer Institute. Weston, MA. (July, 2000).

FUNDED PROJECTS

- Director. Graphing Calculator Institute. Funded by State Eisenhower program. (2001 - 2002).
- Director. Data and Chance Institute. Funded by State Eisenhower program. (1998 - 1999, 2000 - 2001).
- Director. Geometry and Measurement Institute. Funded by State Eisenhower program. (2000 - 2001, 2001 - 2002).
- Facilitator. Developing Mathematical Ideas Institute (2000). Funded by State Eisenhower program.
- Director. Preservice Education Evaluation Project. Funded by State Eisenhower program. (1998 - 1999).
- Director. Early Algebra Institute. Funded by State Eisenhower program. (1997 - 1998, 1998 - 1999).
- Director. Preservice Education Review Project. Funded by State Eisenhower program and Individuals with Disabilities Act. (1996 - 1997).

PROFESSIONAL ASSOCIATION MEMBERSHIP

- National Council of Supervisors of Mathematics (NCSM)
- National Council of Teachers of Mathematics (NCTM)
- Association for Supervision and Curriculum Development (ASCD)
- New Hampshire Teachers of Mathematics (NHTM)
- Association of Teachers of Mathematics in New England (ATMNE)

PUBLICATIONS

- Co-author. "Characteristics of Mathematics Teacher Preparation Programs in the United States: An Exploratory Study", *The Mathematics Educator*, Vol 5, No. 1/2. (2000).
- "Building Connections Between Classes of Polynomial Functions", *Mathematics Teacher*. (October, 2000).
- Contributor to "Calendar problems" in March 2000 issue of the *Mathematics Teacher*.
- Co-author. *Explorations in College Algebra*. Kime, L.A., Clark, J., Buck, J. C. John Wiley & Sons, Inc. (1998).
- Contributing author to teacher's supplemental materials for Houghton-Mifflin mathematics textbook series *Math Steps*, Gr. 5 & 7. (1998).
- Project Director and Editor. *A Consensus Model for Preservice Teacher Education in Mathematics and Science*. The New Hampshire Preservice Education Review Project. Funded through the Provisions of the Dwight D. Eisenhower Professional Development Program and the Individuals with Disabilities Act (IDEA). (1997).

AWARDS

- Recipient of the Richard H. Balomenos Mathematics Education Service Award. NHTM Annual Meeting. (March, 2005).

REFERENCES

- Available upon request.



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288
NEW HAMPSHIRE AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

State 19 20 NH 018018 POLICY NUMBER
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE APR 17 2013 TO APR 17 2014
OPERATORS
01 JUDITH CURRAN BUCK

Named Insured and Address

JUDITH CURRAN BUCK
5 COLE RD
DERRY NH 03038-5530

Description of Vehicle(s)

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORK/SCH, Miles Cte, Days Per Week. Rows for 19 SUBARU and 20 SUBARU.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plasure

VEH 19 DERRY NH 03038-5530
VEH 20 DERRY NH 03038-5530

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 19 ANNUAL, VEH 20 ANNUAL, VEH, VEH. Rows include PART A - LIABILITY, PART B - MEDICAL PAYMENTS, PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE, and VEHICLE TOTAL PREMIUM.

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

LOSS PAYEE
VEH 19
VEH 20

1003895925

ENDORSEMENTS: ADDED 04-17-13 - NONE
REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100NH(01)

19 RMM6100100 20 RMF5900000

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date APRIL 28, 2013

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

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



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

FOR INFORMATION ONLY

G & C Letter # _____

G & C Date 7-11-12

APPROVED:

STATE OF NEW HAMPSHIRE Page # _____

DEPARTMENT OF EDUCATION Item # 86

101 Pleasant Street

Concord, N.H. 03301

FAX 603-271-1963

Citizens Services Line 1-800-339-9900

June 6, 2012

His Excellency Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education, Division of Instruction to contract with Judith Curran Buck, Derry, NH (vendor code 153964) to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of NECAP (New England Common Assessment Program) test development and review in Mathematics. This contract will be in effect from July 1, 2012 or the date of Governor and Council approval, whichever is later, through June 30, 2013, 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

FY13
\$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 available funding.

EXPLANATION

A Request for Proposals was posted on the Department's website and in the Union Leader with review to begin on May 31. The Department was seeking an individual with specific mathematics content expertise and experience with the New England Common Assessment Program (NECAP) to work with other content specialists from

TDD Access: Relay NH 711
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June 6, 2012
Page 2

Maine, Vermont, and Rhode Island on all aspects of NECAP test development and review.

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 Judith Curran Buck. She has a Ph.D. in Mathematics Education from the University of New Hampshire. She has served on the Item Review and Standards Setting Committees since 2009, and the Department has received positive feedback from the NECAP mathematics team about her role in this work. Dr. Buck has proven her ability to work collaboratively with both the team and staff. We believe the Department would benefit from her continued participation and, thus, would be pleased to be able to contract with her.

Only one proposal was received. It was reviewed and rated by an evaluation team consisting of the Division Director and Curriculum & Assessment Director. Both highly recommended this candidate.

Respectfully submitted,



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

VMB:JM:emr

NAME	UnSatisfactory (1)	Partially Proficient (2)	Proficient (3)	Exemplary (4)
Judith Curran Buck				
Content Knowledge				X
Assessment Knowledge (including item development)				X
Experience with NECAP				X
Collaboration				X

The committee members responsible for the review of the proposal include the following individuals:

Joseph Miller, Director, Division of Instruction; Tim Kurtz, Curriculum & Assessment Director

The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such contracts.

Subject:

NECAP test development in Mathematics for both grades 3-6 and 7,8 &11

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, New Hampshire 03301	
1.3 Contractor Name Judith Curran Buck		1.4 Contractor Address 5 Cole Road, Derry, NH 03038	
1.5 Contractor Phone Number 603-434-2057	1.6 Account Number 06-56-6422-102-500731	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Joseph Miller, Director, Division of Instruction		1.10 State Agency Telephone Number 603-271-3594	
1.11 Contractor Signature <i>Judith Curran Buck</i>		1.12 Name and Title of Contractor Signatory Judith Curran Buck	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/20/12</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] <i>Patricia J. Butler, Notary Public</i> PATRICIA J. BUTLER NOTARY PUBLIC NEW HAMPSHIRE My Commission Expires February 13, 2013			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Patricia J. Butler, Notary Public</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		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: <i>Kenneth D. Hutchins</i> Director, On: <u>6-19-12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>W. Miller</i> On: <u>6/26/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			