

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 25, 2015

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 renew the contract with Sandra Kent, Deering, NH (vendor code 162944), in an amount not to exceed \$17,500.00, originally approved by Governor and Council on October 1, 2014, Item 39, for the period effective July 1, 2015 or upon Governor and Council approval, whichever is later, through June 30, 2016, to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of NECAP (New England Common Assessment Program) test development in Science, Grades 4, 8 & 11. 100% Federal Funds

Funding is available in the account entitled State Assessment pending legislative approval of the next biennial budget as follows:

| | |
|--|--------------|
| | <u>FY 16</u> |
| 06-56-56-562010-64220000-102-500731 Contracts for Program Services | \$17,500.00 |

EXPLANATION

The Department of Education (DOE) 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:

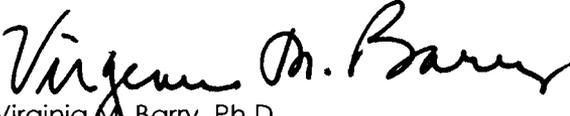
A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment 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 Sandra Kent in order to allow her to continue to work on all aspects of NECAP test development in Science. She has proven she has the science content expertise and interpersonal skills to successfully work with the Measured Progress item developers and the science content specialists from Maine, Vermont, and Rhode Island on all aspects of NECAP. Ms. Kent has demonstrated her ability to perform these duties and the Department would like to continue this contract for an additional year.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 25, 2015
Page Two

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:mr:tjf

Subject: NECAP Test Development in Science, Grades 4, 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 <u>NH State Department of Education, Bureau of Accountability</u> | | 1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>Saundra Kent</u> | | 1.4 Contractor Address <u>17 Driscoll Road, Deering, NH 03244</u> | |
| 1.5 Contractor Phone Number <u>603-529-3364</u> | 1.6 Account Number <u>See Exhibit B</u> | 1.7 Completion Date <u>June 30, 2016</u> | 1.8 Price Limitation <u>\$17,500.00</u> |
| 1.9 Contracting Officer for State Agency <u>Scott J. Mantie, PhD, Administrator, Bureau of Accountability</u> | | 1.10 State Agency Telephone Number <u>603-271-3844</u> | |
| 1.11 Contractor Signature <u>Saundra A. Kent</u> | | 1.12 Name and Title of Contractor Signatory <u>Saundra Kent</u> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/26/15</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>Dawn M. Laflam</u> DAWN M. LAFLAM, Justice of the Peace My Commission Expires March 20, 2018 | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u></u> | | | |
| 1.14 State Agency Signature <u>Virginia M. Barry</u> | | 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>[Signature]</u> Deputy Director, On: <u>6/29/15</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/30/15</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 SR
Date 6/26/15

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 
Date 6/26/15

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 
Date 6/26/15

EXHIBIT A

SCOPE OF SERVICES

Saundra Kent will provide the following services to the New Hampshire Department of Education for the period effective July 1, 2015 or upon Governor and Council approval, whichever is later, through June 30, 2016:

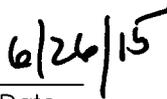
- Provide feedback on each individual test item developed to make sure that the newly developed items are reflective of the four states' interpretation of the NECAP Grade Level Expectations (GLEs)/Grade Span Expectations (GSEs).
- Work with the Measured Progress item developers and the content specialists 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 2015-2016 Operational Test for grades 4, 8 and 11.
- 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 the 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.
- Analyze assessment data and work with the NH Assessment group to report assessment data to the field and review both current and new draft standards.
- 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

Ms. Kent 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.



Contractor
Initials



Date

EXHIBIT B

Budget

Budget (through June 30, 2016)

| | |
|--|-------------|
| Professional services (\$50.00 per hour) (approximately 350 hours) (including travel time) not to exceed \$17,500.00 | FY 16 |
| 06-56-56-562110-49930000-102-500731 | \$17,500.00 |
| Total | \$17,500.00 |

Method of Payment: Department of Education (DOE) will approve all work performance before payment is processed. Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

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


Contractor
Initials

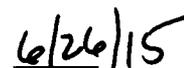
6/26/15
Date

EXHIBIT C

Authorize the Department of Education to waive the insurance due to the nature of this contract, general liability insurance to be waived under 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 GEICO Insurance Company's Policy.


Contractor
Initials


Date

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

SAUNDRA S KENT
17 DRISCOLL RD
DEERING, NH 03244-6636

Policy Number: [REDACTED]
Effective Date: 11-08-14
Expiration Date: 08-20-15
Registered State: NEW HAMPSHIRE

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

Vehicle Year: 2015
Make: SUBARU
Model: FORESTER
VIN: [REDACTED]

| COVERAGES | LIMITS | DEDUCTIBLES |
|---------------------------|---------------------|-------------|
| BODILY INJURY LIABILITY | \$100,000/\$300,000 | |
| PROPERTY DAMAGE LIABILITY | \$50,000 | |
| MEDICAL PAYMENTS | \$1,000 | |
| UNINSURED MOTORISTS | \$100,000/\$300,000 | |
| COMPREHENSIVE | | \$500 DED |
| COLLISION | | \$500 DED |
| RENTAL REIMBURSEMENT | \$30/DAY-\$900 MAX | |

Lienholder Additional Insured Interested Party

SERVICE FCU
14 COLBY COURT
BEDFORD, NH 03110

Additional Information:
Issued 11/04/2014

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

Sandra S. Kent
17 Driscoll Road
Deering, NH 03244



EDUCATION

MST Biology, 1977

University of New Hampshire
Durham, NH 03824

BS Chemistry, 1972

St. Bonaventure University
St. Bonaventure, NY 14778

Continuing Education

NSTA National Conference – Sci. content, Project Based Learning, and Engineering Workshops; Boston, MA 2014

NSTA STEM Conference and Expo – Multiple presentations re: programs, partners, and networking re: STEM, May 15-18, 2013

Engineering Workshop – Full day with Boston Museum of Science at NSTA National Conference, San Antonio, TX, Apr 2013

Conceptual Flow: Next Generation Science Standards – Full day with WestEd at NSTA National Conference, San Antonio, TX, Apr 2013

Student Learning Objectives- Training Session, Scott Marion, Concord, NH, Mar 2013

Literacy for Leadership – Keys to Literacy, Marlborough, MA, Mar. 2013

RTI With Multi-tiered System of Support – American Institutes for Research- 3 sessions, Mar-May 2013

Quality Performance Assessment – Center for Collaborative Education, 5 sessions, Oct 2012- April 2013, Ongoing attendance with new cohorts

Chemical Modeling: Models to Increase Student Comprehension – 2 weeks, Sum 2012

Instructional Coaching: Enhancing Rigor and Cognitive Demand – WestEd, 7 sessions, 2009-2010

PROFESSIONAL EXPERIENCE

Educational Consultant

Work with NH Schools and/or Districts:

Competency-Based Education and Performance-Based Assessment

STEM & Next Generation Science Standards

Science Content & Science Inquiry

Project Based Learning

Higher Order Thinking Skills

Reading and Writing in the Content Areas – focus on nonfiction

Differentiated Instruction

Adjunct Faculty

Plymouth State University, 2005- Present

Keene State College, 2010- Present – Differentiated Instruction

Facilitator On-line Course – PBS TeacherLine – Differentiated Instruction – 2009;

Project-Based Learning – OPEN-NH, 2006, Reading in Science – Spr 2005

Teaching Experience

McKelvie Middle School, Bedford, NH 6-8 Middle School

| | |
|---|-------------------|
| Sixth Grade Integrated Team (Science&Lang.Arts) | 1996-2000 |
| Seventh Grade Team (Science) | '89-'96 & '00-'01 |
| Eighth Grade General Math & Science) | 1982-1989 |

Milford Area High School, Milford, NH 9-12 High School

| | |
|--------------------------------------|------------|
| College Prep Chemistry | 1979-1982 |
| College Prep Biology | 1980-1981 |
| Consumer Chemistry | 1979-1980 |
| Biochemistry (half year mini course) | 1981, 1982 |

Hinsdale Central School, Hinsdale, NY K-12 School

| | |
|-------------------------------|-----------|
| Regents Biology and Chemistry | 1972-1976 |
| Seventh Grade Life Science | 1972-1976 |
| Eighth Grade General Science | 1974-1976 |

AWARDS

- 1994 NH Secondary Science Teacher of the Year
- 1993 Presidential Award for Excellence in Math and Science Teaching
- 1990 & '93 NH Presidential Award for Excellence in Math and Science Teaching
- 1988 Governor's Grant for Excellence in Education for Project DISCOVER
- 1976 UNH Tuition Scholarship for MST Program

PROFESSIONAL ACTIVITIES

WORKSHOPS PRESENTED

- Competency-Based Educ. & Performance-Based Assessment: Making the Connections- Focus and Priority Quarterly Innovation Meetings 2014-2015; Exeter & Goffstown Science Leaders; Principals of the SW Region; Keene State Professional Development Center, K-12 Teachers in Math/Science Partnership Grant NCES, 2014-2015
- STEM And The Next Gen Science Standards – Lin-Wood Elem. Teachers; Bethlehem Elem Teachers; Monroe Entire Staff; Exeter & Goffstown Science Leaders-2014-2015
- Higher Order Thinking Skills – Chichester, NH; Feb. and April 2014
- Problem Based Learning – Manchester School of Technology; Sum 2013, Fall 2014
- Next Generation Science Standards and the Common Core – Keene HS, Mar 2013
Hooksett, Jan 2013, Claremont, Nov 2012, Candia, Nov 2012; Fall Mt., Oct 2012
- Dissecting Difficult Text - Text structure, text features in informational text. SERESC, Jan 2012, May 2012 and May 2014
- Differentiated Instruction – Milford, NH – 3 sessions, 2013; DI for Paras- ConVal, Peterborough, NH – 3 sessions, 5-Workshop Series presented in 4 Professional Development Centers in Exeter, Claremont, Keene & Gorham, 2009-2012.
- Differentiated Instruction in Science – NCES High School teachers, Jun 2011, Lisbon, NH, Middle and High School teachers, Sept-Oct. 2011; Southern NH Univ. as part of a Math/Science Partnership Grant, Jul 2008.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Keene State College SW Prof. Development Steering Committee – 2013-Present
- NHDOE Consultant to Measured Progress for NECAP Test Development 2010-Pesent
- NH Presidential Award for Excellence Selection Committee- 2007, 2009, 2011 & 2014
- NH Learning Forward Council Board Member – 2005- 2011

EV 39

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

Approved etc Date
10/1/14
Item 39
Log 18.15
Retroactive

September 17, 2014

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Educational Improvement to **retroactively** contract with Sandra Kent, Deering, NH (vendor code 162944), in an amount not to exceed \$17,500.00, effective upon Governor and Council approval for the period of September 1, 2014 through June 30, 2015, to work with other content specialists from Maine, Vermont, and Rhode Island on all aspects of NECAP (New England Common Assessment Program) test development in Science, Grades 4, 8 & 11. 100% Federal Funds

Funding is available in the account entitled State Assessment as follows:

| | |
|---|--------------|
| | <u>FY 15</u> |
| 06-56-56-562010-64220000-102-500731 Contracts for Program Svcs. | \$17,500.00 |

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.

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to September 1, 2014, due to unexpected staffing challenges, such as the delay in our ability to hire an Assessment Administrator. It was necessary to begin the work of item development for the Science NECAP to ensure we meet the deadlines to implement the required statewide assessment.

A Request for Proposals was developed and posted on the Department website on July 17, 2014 with a deadline of July 31, 2014. 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 NECAP test development and review in Science, grades 4, 8 & 11.

151819

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 17, 2014
Page Two

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

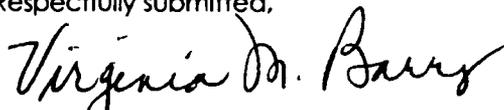
New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

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 Sandra Kent in order to allow her to work on all aspects of NECAP test development in Science. Her strong content background, classroom experience and previous NECAP experience make her well suited to complete this task.

Only one proposal was received. It was reviewed by the Director of the Division of Educational Improvement and the Administrator for the Bureau of Accountability & Assessment. Both recommended this candidate.

Respectfully submitted,



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

VMB:sjm:emr

NECAP test development in Science, grades 4, 8, & 11 Contractual Services

Scott Mantie

| NAME | Significance of Proposal – Description of applicant’s abilities to meet or exceed the Minimum Requirements (4.0) including a description of their work experience and educational background in test item review and/or development. This will include a review of the letter of interest, letters of recommendation and resume. | Content Knowledge, including but not limited to state and federal laws, curriculum areas and other areas of specialized knowledge that support the accomplishment of the Services to be Provided. | Total |
|--------------|--|---|----------------------|
| Saundra Kent | (40) 38 | (60) 58 | Out of 100 96 |

Scoring Rubric

Please add comments as necessary to explain the score provided.

The people responsible for the review of the proposal include the following individuals: Heather Gage, Director, Division of Educational Improvement and Scott Mantie, Ph.D., Administrator, Bureau of Accountability and Assessment.

The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.

**NECAP test development in Science, grades 4, 8, & 11
Contractual Services**

Heather Gage

| NAME | Significance of Proposal – Description of applicant’s abilities to meet or exceed the Minimum Requirements (4.0) including a description of their work experience and educational background in test item review and/or development. This will include a review of the letter of interest, letters of recommendation and resume. | Content Knowledge, including but not limited to state and federal laws, curriculum areas and other areas of specialized knowledge that support the accomplishment of the Services to be Provided. | Total |
|--------------|--|---|------------------|
| Saundra Kent | (40) 37 | (60) 59 | Out of 100 96 |

Scoring Rubric

Please add comments as necessary to explain the score provided.

The people responsible for the review of the proposal include the following individuals: Heather Gage, Director, Division of Educational Improvement and Scott Mantie, Ph.D., Administrator, Bureau of Accountability and Assessment.

The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.

Subject:

NECAP Test Development in Science, Grades 4, 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 Saundra Kent | | 1.4 Contractor Address 17 Driscoll Road, Deering, NH 03244 | |
| 1.5 Contractor Phone Number 603-529-3364 | 1.6 Account Number See Exhibit B | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$17,500.00 |
| 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 <i>Saundra Kent</i> | | 1.12 Name and Title of Contractor Signatory Saundra Kent | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/17/14</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 CAROL A. ANGIOWSKI, Notary Public My Commission Expires: 5/25/1919 | | | |
| 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>Sara McLaughlin</i> Director, On: 9/17/14 | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Bill Boy</i> On: 9/18/14 | | | |
| 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 *JS*
Date 9/17/14

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

Saundra Kent will provide the following services to the New Hampshire Department of Education, for the period beginning September 1, 2014 through June 30, 2015:

- Provide feedback on each individual test item developed to make sure that the newly developed items are reflective of the four states' interpretation of the NECAP GLEs/GSEs.
- 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 2015-2016 Operational Test for grades 4, 8 and 11.
- 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.
- Analyze assessment data and work with the NH Assessment group to report assessment data to the field and review both current and new draft standards.
- 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

Ms. Kent 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.



Contractor
Initials

9/17/14

Date

EXHIBIT B

Budget

Budget (through June 30, 2015)

| | |
|---|-------------|
| Professional services (\$50.00 per hour) not to exceed \$17,500.00 | FY 15 |
| 06-56-56-562010-64220000-102-500731 | \$17,500.00 |
| Total | \$17,500.00 |

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 Mantie, Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301



Contractor
Initials

9/17/14
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 GEICO Insurance Company's Policy.

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.

SE
Contractor
Initials

9/17/14
Date



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

SAUNDRA S KENT
17 DRISCOLL RD
DEERING, NH 03244-6636

Policy Number: [REDACTED]
Effective Date: 11-13-13
Expiration Date: 11-13-14
Registered State: NEW HAMPSHIRE

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

Vehicle Year: 2005

Make: HONDA

Model: ELEMENT LX

VIN: [REDACTED]

| COVERAGES | LIMITS | DEDUCTIBLES |
|---------------------------|---------------------|-------------|
| BODILY INJURY LIABILITY | \$100,000/\$300,000 | |
| PROPERTY DAMAGE LIABILITY | \$50,000 | |
| MEDICAL PAYMENTS | \$1,000 | |
| UNINSURED MOTORISTS | \$100,000/\$300,000 | |
| COMPREHENSIVE | | \$500 DED |
| COLLISION | | \$500 DED |
| RENTAL REIMBURSEMENT | \$30/DAY-\$900 MAX | |

___ Lienholder ___ Additional Insured ___ Interested Party

Additional Information:

Issued 07/18/2014

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

Sandra S. Kent
17 Driscoll Road
Deering, NH 03244

EDUCATION

MST Biology, 1977
University of New Hampshire
Durham, NH 03824

BS Chemistry, 1972
St. Bonaventure University
St. Bonaventure, NY 14778

NH Certification: Biology, General Science; HQT Chemistry

Continuing Education

NSTA STEM Conference and Expo – Multiple presentations re: programs, partners, and networking re: STEM, May 15-18, 2013

Engineering Workshop – Full day with Boston Museum of Science at NSTA National Conference, San Antonio, TX, Apr 2013

Conceptual Flow: Next Generation Science Standards – Full day with WestEd at NSTA National Conference, San Antonio, TX, Apr 2013

Student Learning Objectives- Training Session, Scott Marion, Concord, NH, Mar 2013

Literacy for Leadership: Developing Infrastructure – Keys to Literacy, Joan Sedita, Marlborough, MA, Mar. 2013

RTI With Multi-tiered System of Support – American Institutes for Research- Winsome Waite, 3 sessions, Mar-May 2013

Quality Performance Assessment – Center for Collaborative Education, 5 sessions, Oct 2012- April 2013

Chemical Modeling: Models to Increase Student Comprehension – 2 weeks, Sum 2012

Instructional Coaching: Enhancing Rigor and Cognitive Demand – WestEd, 7 sessions, 2009-2010

PROFESSIONAL EXPERIENCE

Educational Consultant

Work with NH Schools and/or Districts:

Next Generation Science Standards and the Common Core State Standards

Science Content

Reading and Writing in the Content Areas – focus on nonfiction

Differentiated Instruction

Science Inquiry

Adjunct Faculty

Plymouth State University, 2005- Present

Keene State College, 2010- Present – Differentiated Instruction

Facilitator On-line Course – PBS TeacherLine – Differentiated Instruction – 2009;

Project-Based Learning – OPEN-NH, 2006, Reading in Science – Spr 2005

Teaching Experience

| | |
|--|-------------------|
| <u>McKelvie Middle School, Bedford, NH 6-8 Middle School</u> | |
| Sixth Grade Integrated Team (Science&Lang.Arts) | 1996-2000 |
| Seventh Grade Team (Science) | '89-'96 & '00-'01 |
| Eighth Grade General Math & Science) | 1982-1989 |
| <u>Milford Area High School, Milford, NH 9-12 High School</u> | |
| College Prep Chemistry | 1979-1982 |
| College Prep Biology | 1980-1981 |
| Consumer Chemistry | 1979-1980 |
| Biochemistry (half year mini course) | 1981, 1982 |
| <u>Hinsdale Central School, Hinsdale, NY K-12 School</u> | |
| Regents Biology and Chemistry | 1972-1976 |
| Seventh Grade Life Science | 1972-1976 |
| Eighth Grade General Science | 1974-1976 |

AWARDS

1994 NH Secondary Science Teacher of the Year
 1993 Presidential Award for Excellence in Math and Science Teaching
 1990 & '93 NH Presidential Award for Excellence in Math and Science Teaching
 1988 Governor's Grant for Excellence in Education for Project DISCOVER
 1976 UNH Tuition Scholarship for MST Program

PROFESSIONAL ACTIVITIES

WORKSHOPS PRESENTED

Next Generation Science Standards and the Common Core – Keene HS, Mar 2013
Science/Soc.Studies and the Common Core – Hooksett, Jan 2013, Claremont, Nov 2012, Candia, Nov 2012; Fall Mt., Oct 2012
Dissecting Difficult Text - Text structure, text features in informational text. SERESC, Jan 2012 and May 2012
Differentiated Instruction – Milford, NH – 3 sessions, 2013; DI for Paras- ConVal, Peterborough, NH – 3 sessions, 5-Workshop Series presented in 4 Professional Development Centers in Exeter, Claremont, Keene & Gorham, 2009-2010 and 2011-2012.
Differentiated Instruction in Science – Keene State College as part of SAHE Grant, Aug. 2012 NCES High School teachers, Jun 2011, Lisbon, NH, Middle and High School teachers, Sept-Oct. 2011; Southern NH Univ. as part of a Math/Science Partnership Grant, Jul 2008.

ADDITIONAL PROFESSIONAL ACTIVITIES

Liaison for Southwest Region of NH for NH DOE
 Visit to King Middle School, Portland, ME re: Project Based Learning
 Consultant for NHDOE to Measured Progress for NECAP Test Development 2010-2013
 NH Presidential Award for Excellence Selection Committee- 2007, 2009 & 2011
 NECAP Gr. 8 Question Review Committee- 2006-2008; NECAP Tri-State Testing Committee – 2004-2005
 NH Learning Forward Council Board Member – 2005-2011