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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 22, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Education, Division of Instruction to renew the contract with Rose Colby, Epping, NH (vendor code 150273), previously approved by Governor and Council on November 14, 2012, Item #135, to provide technical assistance and support in the development of high quality competencies. 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 \$37,500.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

06-56-56-563010-21830000-102-500731
Department of Education, Title II-A Redistribution

FY14
\$37,500.00

EXPLANATION

The Department of Education would like to renew the contract with Rose Colby in order to allow her to continue providing technical assistance. She has proven she has the knowledge of state standards, expertise in state assessments, and strong facilitation skills to successfully work with school districts. There have been increased requests from LEAs for support in implementing College and Career Ready-Common Core Standards and in developing competency based performance assessments. Renewing this contract will allow the department to meet this request for services.

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

Respectfully submitted,

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

VMB:dc:emr

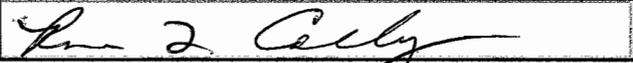
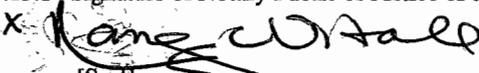
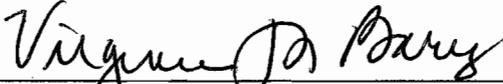
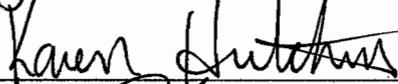
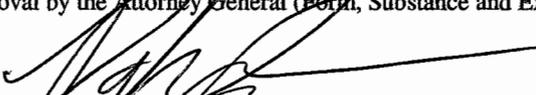
Subject: Technical Assistance & Support in the Development of HQ Competencies FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Education, Bureau of Integrated Programs</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Rose Colby</u>		1.4 Contractor Address <u>7 Blackford Lane, Epping, NH 03042</u>	
1.5 Contractor Phone Number <u>603-679-2823</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$37,500.00</u>
1.9 Contracting Officer for State Agency <u>Deborah Connell, Administrator, Bureau of Integrated Progra</u>		1.10 State Agency Telephone Number <u>603-271-3769</u>	
* 1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Rose Colby</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> * On <u>5-20-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace *  [Seal]		NANCY O. VITALE Notary Public - New Hampshire My Commission Expires October 26, 2016	
* 1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>6-4-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/6/13</u>			
1.18 Approval by the Governor and Executive Council By:  On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

*Contractor Initials
Date 5/20/17

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.

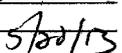
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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 

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Rose Colby will provide the following services to the New Hampshire Department of Education, effective upon Governor and Council approval for the period beginning July 1, 2013 through June 30, 2014:

- Provide support to local LEA's for the development and implementation of English Language Arts Common Core Competencies and performance indicators at the local level using Common Core Competencies developed in 2011 (sponsored by NH Dept of Ed.);
- Provide support to local LEA's for the development and implementation of Mathematics Common Core Competencies and performance indicators at the local level using Common Core Competencies developed in 2011 (sponsored by NH Dept of Ed.);
- Provide technical assistance to school and curriculum leaders in the effective design of high quality competencies;
- Provide local and regional support for effective competency based assessment design;
- Collaborate with other groups taking leadership roles in the development of performance assessments based on the Common Core State Standards;
- Provide assistance to professional organizations, school based leadership groups and educators in designing and validating high quality competencies, using the NH Department of Education Competency Validation rubric (based on content alignment, cognitive demand, enduring nature, and assess ability);
- Attend other assigned meetings that support the Department.

REPORTING

Ms. Colby will provide the Bureau of Integrated Programs reports that detail the technical assistance activities provided and the data documenting the results of these activities.

One, or more, of the following reports may be required by the Bureau Administrator:

- Preliminary Report: report detailing the initial status of the district or school to whom the technical assistance is being provided and nature of the contact;
- Progress Reports: report detailing the progress and current status of the district or school to whom technical assistance is being provided, including specific details of support provided; and
- Final Report: report detailing the status of the district or school upon completion of the technical assistance/support activities.


Contractor
Initials

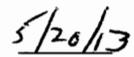

Date

EXHIBIT B

Budget

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

Professional services (\$600.00/day) not to exceed	\$37,500.00
06-56-56-563010-21830000-102-500731	\$37,500.00
Total	\$37,500.00

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

Deborah Connell, Administrator
Bureau of Integrated Programs
NH Department of Education
101 Pleasant Street
Concord, NH 03301



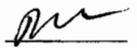
Contractor
Initials

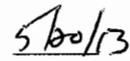
5/20/2013
Date

EXHIBIT C

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

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Progressive Insurance Company's Policy Numbers 47332422-6; 47332422-7.


Contractor
Initials


Date

Ms. Rose L. Colby
7 Blackford Lane
Epping, NH 03042
Telephone: 603-679-2823

EDUCATION

Bachelor of Arts in Science. Emmanuel College. Boston, Ma. Major: Biology, Minor: Chemistry/Physics
Master of Science. Rivier College, Nashua, NH. Major: Biology.
Advanced Graduate Studies, Administration Certification program, Rivier College, Nashua, NH.

PROFESSIONAL EXPERIENCE

- Author of "Off The Clock: Moving Education from Time to Competency." Corwin Press. Publication in March, 2012
- Competency Based Learning and Assessment Specialist providing consultation support to school and district leaders and teachers
- Education Consultant providing school districts and professional development organizations with comprehensive high quality professional development support for teachers and administrators in the areas of standards-based grade reform, high quality assessment systems, differentiated instruction, coaching of administrators in walk-through observation and teacher evaluation, curriculum specialist with expertise in Understanding by Design curriculum framework
- Education Consultant, Nellie Mae Education Foundation, Supporting Student Success Project which supported development of competency based learning models; design of high school competencies to the Common Core Standards, and supporting the Next Generation Learning Project in New Hampshire

2007-10: C.A.C.E.S. Professional Development Center Project Director for the Nellie Mae Foundation Project: N.H. High School Redesign project Supporting Student Success through Extended Learning Opportunities; directed the CACES Competency Collaborative

2006-current: N.H. High School Competencies Project Director, C.A.C.E.S. Professional Development Center

2006-7: N.H. Dept. of Education evaluator for Highly Qualified Teacher assurance reviews for educators not working in a district covered by a master plan
March 2006-8. New England League of Middle Schools, Administrator in Residence: providing onsite consultation on middle level topics in urban, suburban, and rural school settings; trainer for Breaking Ranks in the Middle; presenter at regional conferences on differentiated instruction, the

change process, supervision and evaluation for differentiated instruction and supervising marginal teachers.

July 2002-June 2003. N.H. Principal in Residence, N.H. School Administrators Leading with Technology Project funded by the Bill and Melinda Gates Foundation, Best Schools Initiative and N.H School Improvement Program. This residency, during a sabbatical leave, supported the work of 86 principals and superintendents who participated in a unique professional development program exploring a standards-in-practice leadership project that advanced student learning; attended the National Gates Foundation Convening, Phoenix, AZ, the Principal's Leadership Network Conference, Mystic, Ct.; and was member of a team from the N.H. Department of Education attending the C.P.R.E. Compensation Systems Conference in Chicago, IL.

Principal, Mountain View Middle School, Goffstown, NH. (1997 and 2001 N.H. Dept. of Education School of Excellence Award Winner)

Assistant Principal, Mountain View Middle School. Goffstown, NH.

Assistant Principal, Goffstown Area High School.

Science Department Chairperson Goffstown Area High School, Grades 7-12. Goffstown Area High School. Biology and Chemistry teacher.

LEADERSHIP ACTIVITIES

2006. NHASP Principal's Academy Planner and Facilitator.

2006-2008. Member of the NASSP National Middle Level Leadership Task Force. Member of the Task Force of the NH Dept. of Education Minimum Standards Reform Project. N.H. Dept. of Education, Professional Standards Board member

2000-2006. Chairperson of the Principal Standards subcommittee of the Board; Professional Development and Curriculum Coordinator/Department Head Sub-Committees member

2003. President. New Hampshire Association of School Principals 2001-2. Project Coordinator. Principals' Project. Best School Leadership Institute Grant.

2002-3. Member of the N.H. Higher Education Forum Compensation Systems Task Force.

POST SECONDARY TEACHING EXPERIENCE

Plymouth State University. Adjunct Professor in Educational Administration Program. Courses include: Differentiated Instruction, Supervision and Evaluation, Leadership in Curriculum Development and Assessment

Lotre Dame College. Adjunct Professor in Middle Level Education.

PRESENTATIONS/WORKSHOPS

National Presentations on Learning Styles for National Association of Biology Teachers and National Science Teachers Association.
National Presentation on Leadership and Technology for National Association of Secondary School Principals
Regional Presentations for New England League of Middle Schools on Differentiated Instruction
Presentations on Standards Based Grade Reform, Competency Based Learning, and Millennial Learners.
Presentations for the N.H. Association of School Principals on H.Q.T., N.W.E.A. Assessment and various leadership topics.
Extensive statewide full and half day presentations on differentiated instruction and differentiated instruction for school leaders
National Presentations on school safety as part of the Laboratory Safety Institute, Curry College, Dr. James Kaufman, Director
Motivational speaker on differentiated instruction and digital learning
Presentations on school safety program planning

AWARDS

Nominated for Distinguished Graduate Division Teacher. Plymouth State College.
2001
Chosen by Manchester Magazine as one of the area's Best Teachers, Sept. 1988.
Nominated for Presidential Award Nominee for Excellence in Science Teaching 1983 and 1985.

CERTIFICATION

New Hampshire certification: Principal and Biological Sciences expires June 2015.

COMMUNITY ENGAGEMENT

2009 to present. Grants Manager. Friends of Big Island Pond
2008-2011. Elected member of the Town of Epping Budget Committee
2008-12 Chairperson of the Big Island Pond Milfoil Management Committee of the Big Island Pond Corporation.

Policy Number:

Underwritten by:
Progressive Universal Insurance Co
Policyholders:
Rose Larochellecolby
[REDACTED]

Page 1 of 1
April 30, 2013

Customer Service

1-800-776-4737
24 hours a day, 7 days a week

Verification of Insurance for

Rose Larochellecolby and Stephen Colby

Please accept this letter as verification of insurance for the drivers and vehicle listed below.

Policy and driver information

.....
Policy number:
.....
Policy state: New Hampshire
.....
Policy period: Apr 1, 2013 - Oct 1, 2013
.....
Effective date: Apr 1, 2013
.....
Drivers: Rose Larochellecolby Named insured
[REDACTED] Named insured
[REDACTED]
.....
Address: 7 Bladford Ln
Epping, NH 03042

Vehicle information

.....
Vehicle: Toyot Matrix
.....
Vehicle identification number:

Coverage information

.....
Bodily Injury & Property Damage: 250/500/100
.....
Collision: Deductible: \$100 Deductible
.....
Comprehensive: Deductible: \$100 Deductible

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.

If you have any questions, please call Customer Service. Thank you.

Outline of coverage

Toyota Matrix

Garaging ZIP Code : 03042 Territory: 29
 Primary use of the vehicle: Commute

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

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		
Medical Payments	\$5,000 each person		
Comprehensive	Actual Cash Value	\$100	
Collision	Actual Cash Value	\$100	
Rental Reimbursement	up to \$30 each day/maximum 30 days		
Roadside Assistance			
Total premium for 2010 Toyota			
Total 6 month policy premium			

Premium discounts

Policy
 Multi-Policy, Home Owner, Loyal Customer, Three-Year Safe Driving, Five-Year Accident Free, Multi-Car, Continuous Insurance: Diamond and Paid in Full

Company officers



Secretary

FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 11-14-12
APPROVED: _____
Page # 135
Item # _____

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

September 28, 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 Rose Colby, Epping, NH (vendor code 150273) to provide technical assistance and support in the development of high quality competencies. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$27,500.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

06-56-56-563010-32610000-072-509073
Department of Education, Title I-A 10003(a)

FY13
\$27,500.00

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

EXPLANATION

A Request for Proposals was developed and was posted on the Department website and in the Manchester Union Leader. The Department was seeking an individual or entity with specific expertise and experience to provide technical assistance and support in the development of high quality competencies.

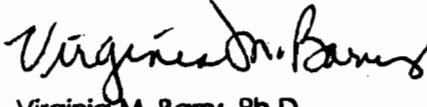
The Department of Education would like to contract with Rose Colby. Ms. Colby has a Bachelor of Arts in Science from Emmanuel College, Boston, MA (1971); a Master's of Science, Rivier College, Nashua, NH (1978) and has taken Advanced Graduate Studies in the Administration Certification program at Rivier College, Nashua (1989). She has been an Assistant Principal, Principal, Education Consultant and, most recently, a Competency Based Learning and Assessment Specialist. She is the Author of "Off The Clock: Moving Education from Time to Competency", Corwin Press, publication March 2012. During the past six years, she has worked

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extensively in the areas of high quality design of high school competencies and their assessment system and the development of new grading systems for competency based learning. She has presented to leadership groups and teachers, while providing field support to large and small groups of educators.

Only one proposal was received. It was reviewed and rated by the Administrator for the Bureau of Integrated Programs. She strongly recommended this candidate.

Respectfully submitted,



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

VMB:dc:emr

Subject:

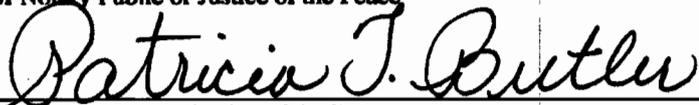
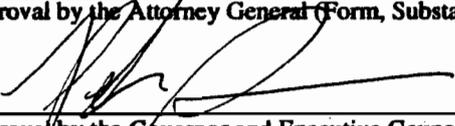
Technical Assistance & Support in the Development of HQ Competencies

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education, Bureau of Integrated Programs		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Rose Colby		1.4 Contractor Address 7 Blackford Lane, Epping, NH 03042	
1.5 Contractor Phone Number 603-679-2823	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$27,500.00
1.9 Contracting Officer for State Agency Deborah Connell, Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-3769	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rose Colby	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/28/12</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] 		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 13, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Patricia T. Butler, Notary Public			
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: 10-2-12			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 10/2/12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			