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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

June 30, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Education to **retroactively** amend a contract, with Robert Monk, of Dauphin, PA (Vendor Code 259105) to assist the NH Department of Education and schools with the submission of data and to perform analysis on related assessment data in conjunction with the state longitudinal data system for an additional 12 months at no additional cost, effective upon Governor and Council approval for the period of July 1, 2015 through June 30, 2016. The original contract was approved by governor and Council on June 4, 2014, Item # 87. 100% Federal Funds.

Funds are available in the account titled Longitudinal Data Grant, pending legislative approval of the next biennial budget, as follows:

	FY 2014	FY 2015	FY 2016
06-56-56-563510-61560000-102-500731 – Contracts for Program Services	\$5,600	\$20,000	\$52,800

EXPLANATION

This contract amendment request is **retroactive** due to the administrative delays the Department encountered in coordinating the expanded timeline for this contract. Robert Monk was contracted to work with the Bureau of Data Management to document and review assessment data, propose improvements, provide training, create processes to monitor anomalies, create data queries, and assist with the student level education database.

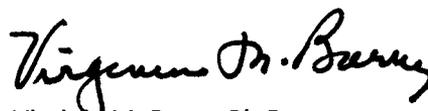
Due to difficulties establishing access to the required department technologies and conflicting project priorities for NH DOE staff, the vendor was unable to complete all the work identified in the original contract in the proposed time frame. With the additional 12 month- extension of time, the vendor will be able to complete the remaining activities. He will propose additional improvements, provide related training, develop additional queries and continue to assist with the student level education database. With the extended time, the vendor will be able to complete all the activities identified in the original contract within the original budgeted cost.

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

The vendor has worked with assessment data and the PerformancePLUS tool for over 15 years. He has a vast knowledge and understanding of assessment data and the concepts of student growth measurements. He understands the educational field, assessment intricacies and has great knowledge of database systems. The Request for Proposal (RFP) was advertised in the Union Leader March 24, 2014 through March 26, 2014, and posted on the DOE website from March 24, 2014 to April 4, 2014. The Department received one response to the RFP. The reviewing committee, which included DOE staff members Ginny Clifford, Irene Koffink and Gretchen Tetreault, recommended funding Robert Monk.

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

Sincerely,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive style with a large, prominent "V" at the beginning.

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

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the Department of Education, hereinafter referred to as "the Agency" and Robert Monk (vendor #259105) "Sole Source" hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on June 4, 2014, Item # 87, hereby agree to amend the same as follows:

- I. To modify contract date from the date of Governor and Council approval through June 30, 2016.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION

By: [Signature] Virginia M. Barry, Ph.D. Commissioner of Education

And: Robert Monk (Contractor)

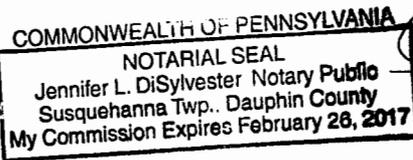
By: [Signature] Robert Monk

STATE OF PA

County of Dauphin

On this the 1st day of July, 2015, before me, Jennifer L. DiSylvestre, the undersigned officer, personally appeared, Robert Monk, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.



[Signature] Jennifer L. DiSylvestre Notary Public/Justice of the Peace (sign and print name) My commission expires 02/28/2017

Approved as to form substance and execution by the Division of Personnel this 13 day of July, 2015.

By: [Signature] Sara Hilleghaan

Approved as to form, substance and execution by the Attorney General this 22 day of July, 2015.

By: [Signature]

Approved by Governor and Council this ___ day of ___, 2015 item number ___.

Contract: Robert Monk

EXHIBIT C

SPECIAL PROVISIONS

Authorize the waiver of Sections 14.1.1 – 14.3. Robert Monk will work directly with NH DOE staff. He works offsite and has no in person contact with school or district staff and no contact with students.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials RM
Date 7/1/15

**PENNSYLVANIA
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

Valid in U.S. and Canada

This Card Must Be Shown To Any Law Enforcement Officer Upon Request

BRISOLWEST INSURANCE COMPANY NAIC #19658

An authorized Pennsylvania insurer has issued an Owner's Policy of Liability Insurance under Section 104 (a) of the Pennsylvania No-Fault Motor Vehicle Insurance Act.

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
05/01/2015 11/01/2015

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

INSURED

ROBERT MONK

510 SCHRONEY LN
DAUPHIN PA 17018-9241

PRODUCER 3723288 PHONE: 717-731-1142

CAPITAL REGION INS AGCY INC

510 N FRONT ST

WORMLEYSBURG PA 17043-1016

YEAR MAKE/MODEL

2015 GMC SIERRA K1500 SLE

VEHICLE IDENTIFICATION NO

i

SEE IMPORTANT MESSAGE

PA-00005 (03/15)

ON REVERSE SIDE



Underwritten by: Bristol West Insurance Company

This card must be carried for production upon demand. It is suggested that you carry this card in the insured vehicle.

WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have this registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

- (1) You are involved in an auto accident.
- (2) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (3) Your are stopped for violating any provision of 75 Pa C.S (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operation privilege and /or registration privilege, which has been previously suspended or revoked.

In the event of a loss, call us Toll-Free, 24 hours a day, from anywhere in the United States:

1-800-274-7865

www.foremost.com

**PENNSYLVANIA
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

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This Card Must Be Shown To Any Law Enforcement Officer Upon Request

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DAUPHIN PA 17018-9241

PRODUCER 3723288 PHONE: 717-731-1142

CAPITAL REGION INS AGCY INC

510 N FRONT ST

WORMLEYSBURG PA 17043-1016

YEAR MAKE/MODEL

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ON REVERSE SIDE



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In the event of a loss, call us Toll-Free, 24 hours a day, from anywhere in the United States:

1-800-274-7865

www.foremost.com

Robert E. Monk

Professional Overview

I am a solution-focused, team oriented, Software Product Line Manager with over 19 years of experience in Information Technology. I'm great at motivating my team and take great pride at being on time and on budget. One of biggest accomplishments was my responsibility for PerformancePLUS product line, I worked in various roles that involved developing, maintaining and supporting the PerformancePLUS web-based solution at SUNGARD Education K-12 which has been recognized as one of the best K12 analytic solutions due its functionality and ease of use.

Professional Experience

KPMG

Systems Analyst

05-2014 – 04-2015

Working with the Advisory Team at KPMG, I helped to develop policy and procedures to successfully implement an updated PA Dept. of Welfare's "Child Welfare Information System" across the state of Pennsylvania. During my time on the project I helped to create the county Business Operational Readiness Planning Guide and a system to track each counties "readiness" for implementation. Using my data analytics experience I have written an interface to Google Earth to visualize each county's level of readiness based on rubric scoring criteria. This allows senior leadership at KPMG, Deloitte, and DPW to see overall statewide implementation status within seconds.

SUNGARD K12

Product Line Manager / Manager of Development/ Product Owner

2009 – 01-2014

Product Owner:

I was the Product Owner of the PerformancePLUS product line where I oversaw and implemented product development policies, objectives, and initiatives. I lead research for new products, product enhancements, and product redesign and evaluated the potential and practicality of products in development. In a dual role of product owner and scrum master I lead a highly successful team by incorporating the principals of agile software development:

- Managed the product backlog by meeting with and communicating to key stake holders regarding software updates and new software modules
- Ran 14 day or 30 days sprints consisting of 5 key software developers with varying roles as well as daily participating from key stakeholders
 - Each sprint kicks off with a sprint planning meeting, typically just the development team
 - Each sprint ends with a sprint review meeting with the development team AND all stakeholders. Typically this consists of members from Sales, Professional Services, Customer Support, and 3 to 5 customers.
 - Held daily scrum calls with the scrum team reporting on 4 key points
 - How much time did you spend on your task since yesterday's meeting
 - How much time do you estimate is left in your task
 - What are you planning on working on between now and tomorrow's meeting
 - Are there any obstacles impeding you from working on your task
 - Utilized sprint-tracking documents to track each team member and the team as a whole, on both effectiveness, and productivity metrics.

Robert E. Monk

- Met regularly with our Senior Product Manager on developing vision and strategy for long term projects.
- Motivated and championed the team through each sprint.

In addition, I helped the sales team with key demonstrations often traveling on site. I was very involved in streamlining our internal processes to better support our customer's needs. I constantly supported my team members as a technical mentor/coach helping to support the overall growth of our business unit. I was also heavily involved in our professional services offerings and participate in user group meetings, conferences, and key presentations as needed.

Manager of Development:

Involved in all aspects of supporting our product line, with a major emphasis on product direction and software updates. Responsible for managing all software development for the PerformancePLUS product line. Utilizing Agile Development Methodologies (SCRUM), I managed a software development team of five developers.

Sungard Public Sector, formerly, Performance Pathways, Inc

Senior Software Developer

December 2004 – 2009

Performance Pathways was acquired by Sungard, in March 2009. Responsible for custom software consulting, development services, and data imports for customers including the design, quote, development, implementation, and documenting custom software solutions for customers. Manage activities/services associated with the sale of the custom software solution. Manage the tasks and status of custom software development activities on a project basis. Responsible for:

- Developing revenue forecasts as well as projected staffing requirements.
- Developing and managing a team of software developers as demand for these services grow.
- Preparing reports of business transactions, maintain expense accounts, and provide a continuum of effective communication with clients to ensure satisfaction with the custom software services.
- Assist with company presentations and marketing events and always promoting a positive and professional public image.

Computer Aid, Inc.

Systems Analyst

June 2003 – December 2004

Lead Version 2 technical administrator supporting the eGrants system for the PA Department of Education. This is a large-scale transactional web application. Responsibilities: Solved critical production issues; facilitated user discussions; and created new features and toolsets to help enhance the user experience and increase overall productivity of the system.

Technical skills applied: SQL Server 2000 (Design and Administration), DTS, Visual Basic (component creation and maintenance), ASP, HTML, JavaScript, production website tuning and performance as well as database tuning and performance.

Computer Aid, Inc.

Lead Systems Analyst

Nov 2002 – June 2003

Lead systems analyst on the School Accountability and Finance Performance Evaluation (SAFPE) project for the Minnesota Department of Education. Responsibilities: Designed the website prototype, wrote the detail design specifications; assisted CAI's project partners in the business analysis and requirements gathering process; and handled other project related responsibilities.



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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

April 30, 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 to enter into a contract with Robert Monk (Vendor Code 259105) of Dauphin, PA to assist the NH Department Of Education and schools with the submission of data and perform analysis of related assessment data in conjunction with the state longitudinal data system; in an amount not to exceed \$78,400, effective June 4, 2014 or upon Governor and Council approval, whichever is later, through June 30, 2015. These funds are 100% Federal Funds.

Funding is available in the account titled Longitudinal Data Grant as follows:

	FY 2014	FY 2015
06-56-56-563510-61560000-102-500731	\$5,600	\$72,800

2. Subject to Governor and Council approval and the contractor's acceptable performance of terms herein, authorize the Department of Education an option to exercise annual negotiated renewals pending legislative approval of future biennial budgets.

EXPLANATION

The Longitudinal Data Analyst will assist with the verification of data submitted by districts and schools and assist with the analysis of assessment data. This individual will work with the Bureau of Data Management to review the types of assessment data (growth percentile, proficiency descriptions and assessment frameworks) used by school districts and recommend improvements, provide longitudinal data analysis, provide information to PerformancePLUS, a tool used by schools to inform instruction, and provide training to employees in understanding education data and assessment data.

Robert Monk has worked with assessment data and the PerformancePLUS tool for over 15 years. He has vast knowledge and understanding of assessment data and the concepts of student growth measurements. He understands the educational field, assessment intricacies and has great knowledge of database systems. The Request for Proposal (RFP) was advertised in the Union Leader March 24, 2014 through March 26, 2014, and posted on the DOE website from March 24, 2014 to April 4, 2014.

April 30, 2013

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

The Department received one response to the RFP. The reviewing committee, which included DOE staff members Ginny Clifford, Irene Koffink and Gretchen Tetreault, recommended funding Robert Monk.

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

Sincerely,

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

PROPOSAL REVIEW SCORE SHEET

Contractor	Rater #1	Rater #2	Rater #3	Combined Total	Score Averages
Robert Monk	90	85	88	263	88

The proposal review team consisted of the following individuals:

Irene Koffink, Department of Education Administrator III. Ms Koffink is the Project Manager of the Longitudinal Data Systems Grant which provides a student level database for data driven decisions.

Ginny Clifford, Department Of Education is Education Consultant III in the Bureau of Credentialing, is responsible for reviewing professional development master plans, Highly Qualified Teacher requirements and reporting, and assisting schools and districts with using data to improve instruction.

Gretchen Tetreault, Department Of Education Program Specialist. Mrs. Tetreault is responsible for EDfacts reporting that the US DOE requests of the NH Department of Education, Ad hoc reporting, Youth Risk Behavior Survey and Health Profile Coordinator.

Budget

Expense Category	Rate	Units	Total
Labor	\$70.00	20 hrs/per week for 56 weeks	\$78,400

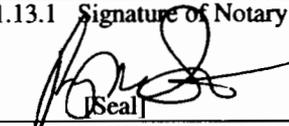
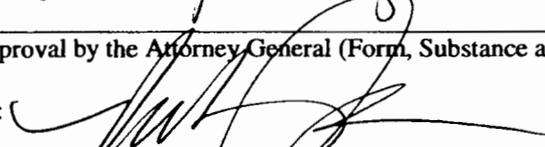
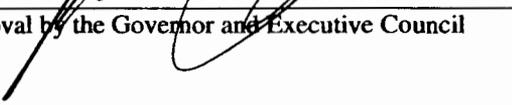
Subject: Robert Monk FORM NUMBER P-37 (VERSION 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Robert Monk</u>		1.4 Contractor Address <u>510 Schronney Lane Dauphin, Pa 17018</u>	
1.5 Contractor Phone Number <u>717-836-8774</u>	1.6 Account Number <u>See exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$78,400.00</u>
1.9 Contracting Officer for State Agency <u>Virginia M. Barry, Ph.D., Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-3144</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Robert Monk</u>	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>CUMBERLAND</u> On <u>4/29/2014</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)		COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KITTY M. SMITH, Notary Public Hampden Twp. Cumberland County My Commission Expires July 29, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>KITTY M. SMITH, NOTARY PUBLIC</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>Sana J. Cunningham</u> Director, On: <u>5/6/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/13/14</u>			
1.18 Approval by the Governor and Executive Council By:  On: _____			

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

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

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

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

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

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

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

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 4/29/14

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

SERVICES TO BE PROVIDED

The contractor will work with the Bureau of Data Management to assist in the following areas:

- Review, revise and document the processes used to provide different types of assessment data to NH Schools.
- Review the types of assessment data (growth percentile, proficiency descriptions and assessment frameworks) collected by the department and propose improvement recommendations.
- Provide training to employees in understanding education data and assessment data.
- Create processes to monitor anomalies generated during submissions.
- Create sql queries and routines to help ensure the quality of data, and to extract the data in specific formats (for example to extract a growth score for each student that can be used by PerformancePLUS to identify student growth).
- Document processes and procedures to guide the student level education database and assist with the creation of student level education database.
- Assist in other ways as needed with the Bureau of Data Management.

The Longitudinal Data Analyst may be expected to work or attend meetings at the NH Department of Education in Concord. Contractor should not anticipate compensation for travel to and from the Department of Education.

Contractor Initials

RM

Date

4/29/14

Contract: Robert Monk

**EXHIBIT B
BUDGET**

Budget (period ending June 30, 2015)

Account number: 06-56-56-563510-61560000-102-500731

Total Fixed Price: \$78,400

Expense Category	Rate	Units	Total
Labor	\$70.00	20 hrs/per week for 56 weeks	\$78,400

Limitation on Price:

This contract will not exceed \$78,400.

Method of Payment

Payment to be made on the basis of monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract as stated in Exhibit A.

Invoices will be submitted to:

Irene Koffink
Division of Program Support
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials RM
Date 4/29/14

Contract: Robert Monk

EXHIBIT C

SPECIAL PROVISIONS

Authorize the waiver of Sections 14.1.1 – 14.3.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials RM
Date 4/29/14

**PENNSYLVANIA
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

Valid in U.S. and Canada

This Card Must Be Shown To Any Law Enforcement Officer Upon Request

BRISOLWEST INSURANCE COMPANY NAIC [REDACTED]

An authorized Pennsylvania insurer has issued an Owner's Policy of Liability Insurance under Section 104 (a) of the Pennsylvania No-Fault Motor Vehicle Insurance Act.

POLICY NUMBER [REDACTED] **EFFECTIVE DATE** 05/01/2014 **EXPIRATION DATE** 11/01/2014

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

INSURED

ROBERT MONK

PRODUCER 3723288 **PHONE:** 717-731-1142
CAPITAL REGION INS AGCY INC
510 N FRONT ST
WORMLEYSBURG PA 17043-1016

YEAR MAKE/MODEL
2013 HOND CIVIC EX-L
VEHICLE IDENTIFICATION NO

[REDACTED]
PA-00005 (10/06)

SEE IMPORTANT MESSAGE
ON REVERSE SIDE



Underwritten by: Bristol West Insurance Company

This card must be carried for production upon demand. It is suggested that you carry this card in the insured vehicle.

WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have this registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

- (1) You are involved in an auto accident.
- (2) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (3) Your are stopped for violating any provision of 75 Pa C.S (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operation privilege and /or registration privilege, which has been previously suspended or revoked.

In the event of a loss, call us Toll-Free, 24 hours a day, from anywhere in the United States:

1-800-274-7865

www.foremost.com

**PENNSYLVANIA
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

Valid in U.S. and Canada

This Card Must Be Shown To Any Law Enforcement Officer Upon Request

BRISTOLWEST INSURANCE COMPANY NAIC [REDACTED]

An authorized Pennsylvania insurer has issued an Owner's Policy of Liability Insurance under Section 104 (a) of the Pennsylvania No-Fault Motor Vehicle Insurance Act.

POLICY NUMBER [REDACTED] **EFFECTIVE DATE** 05/01/2014 **EXPIRATION DATE** 11/01/2014

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

INSURED

ROBERT MONK

PRODUCER 3723288 **PHONE:** 717-731-1142
CAPITAL REGION INS AGCY INC
510 N FRONT ST
WORMLEYSBURG PA 17043-1016

YEAR MAKE/MODEL
2013 HOND CIVIC EX-L
VEHICLE IDENTIFICATION NO

[REDACTED]
PA-00005 (10/06)

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In the event of a loss, call us Toll-Free, 24 hours a day, from anywhere in the United States:

1-800-274-7865

www.foremost.com

Robert E. Monk

Professional Overview

Solution-focused, team oriented Software Product Line Manager with over 15 years of experience in Information Technology in the Education K12 Market. As the manager of the software development group and senior manager of the PerformancePLUS product line I have worked as product owner, business analyst, programmer analyst, and I'm involved in all aspects of supporting the PerformancePLUS product line at SUNGARD Education K-12, which has seen significant growth over the last two years.

Professional Experience

Celerity

Product Owner

01-2014 – Present

Currently working as a Product Owner, utilizing Agile Development Methodologies and the latest business processing using TFS, on a large system upgrade project for Highmark/Davis Vision.

SUNGARD K12

Product Line Manager / Manager of Development/ Product Owner

2009 – Present

Product Owner:

I was the Product Owner of the PerformancePLUS product line where I oversaw and implemented product development policies, objectives, and initiatives. I lead research for new products, product enhancements, and product redesign and evaluated the potential and practicality of products in development. In a dual role of product owner and scrum master I lead a highly successful team by incorporating the principals of agile software development:

- Managed the product backlog by meeting with and communicating to key stake holders regarding software updates and new software modules
- Ran 14 day or 30 days sprints consisting of 5 key software developers with varying roles as well as daily participating from key stakeholders
 - Each sprint kicks off with a sprint planning meeting, typically just the development team
 - Each sprint ends with a sprint review meeting with the development team AND all stakeholders. Typically this consists of members from Sales, Professional Services, Customer Support, and 3 to 5 customers.
 - Held daily scrum calls with the scrum team reporting on 4 key points
 - How much time did you spend on your task since yesterday's meeting
 - How much time do you estimate is left in your task
 - What are you planning on working on between now and tomorrow's meeting
 - Are there any obstacles impeding you from working on your task
 - Utilized sprint-tracking documents to track each team member and the team as a whole, on both effectiveness, and productivity metrics.
- Met regularly with our Senior Product Manager on developing vision and strategy for long term projects.
- Motivated and championed the team through each sprint.

In addition, I helped the sales team with key demonstrations often traveling on site. I was very involved in streamlining our internal processes to better support our customer's needs. I constantly supported my

3. Response to Time Available

For purposes of budgeting for this RFP I have allocated 20 hours per week. The days of the week and the number of hours per day will be determined by Irene Koffink and myself. It is assumed that some weeks may exceed 20 hour per week and some weeks may not include the full 20 hours.

4. Budget to Include Expenses and Travel Costs

It is understood that expenses and travel costs must be included in the hourly rate. Travel to NH DOE will be on a mutually agreed basis. I will use video technologies to participate in meetings virtually. With the assumption that this project will commence on or around April 15th, 2014 and conclude on June 30th, 2015, the project cost will not exceed \$108,000.

Nbr Hours Per Week	Total Weeks	Hourly Rate	Total Project Cost
20	60	\$90	\$108,000

5. Resume and References

See Attachment "MonkResume.PDF"

See Attachment "MonkReferences.PDF"