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AS
SAW



Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603) 271-1953

February 16, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Program Support, to enter into a contract with JenkinsFord Consulting, LLC.(Vendor Code # 275400), in an amount not to exceed \$24,750.00, to assist the department's teacher preparation programs in the area of program approvals, for the period effective upon Governor and Council approval through June 30, 2018. 100% Other Funds

Funding is available in an account titled NTEP,as follows:

		<u>FY18</u>
06-56-563510-51120000-102-500731	Contracts for Program Services	\$24,750.00

EXPLANATION

An RFP was posted on the Department website on October 23, 2017 and in the Manchester Union Leader on October 27, 29 and 30. The Department was seeking an individual to assist in the area of program evaluation for institutes of higher education. A successful applicant would provide a narrative and work plan detailing their expertise and approach to meeting the following priorities:

- Facilitate educator preparation program approvals, including recruitment, identification and training of highly qualified reviewers;
- Research impact of new program approval requirements on both the New Hampshire Department of Education and the state's teacher preparation programs;
- Deliver technical assistance to program reviewers and professional educator preparation programs;
- Assist the NH Department of Education in preparing Memorandums of understanding with Institutions of Higher Education to guide process of program approval;
- Assist NH Department of Education in preparing reports to the NH State Board of Education following program approval site visits.

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One proposal was received. The proposal was reviewed and rated using the attached scoring rubric. (see Attachment A). The scorers recommended this consultant be brought forward for approval.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank Edelblut', written in a cursive style.

Frank Edelblut
Commissioner of Education

Attachment A

SCORING FOR REVIEW OF FY 17 TITLE VII PROPOSALS

Proposal Criteria in the RFP	
Significance of Proposal	45 points
Quality of Services to be Provided	30 points
Quality of Budget	25 points
Possible Points	100 points

One (1) RFPs was received and scored.

	<u>Megan Birch</u>	<u>Laura Wasielewski.</u>	<u>Nicole Heimarck</u>
Jenkinsford, LLC	100	100	100

An RFP review occurred on Friday, December 15, 2017. The RFP review panel consisted of the following employees from the Department of Education and Institutes of Higher Education.

Dr. Megan Birch, English Faculty (Plymouth State University)

Megan Birch is an associate professor of English-language arts education and the former Director of Educator Preparation at Plymouth State University. In addition to teacher education, her work focuses on curriculum and equity through/ within schools. Prior to her work at the university-level, Megan taught middle and high school in Prince George's County and Montgomery County Public Schools in Maryland

Dr. Laura M. Wasielewski, Chair of the Education Dept. (St Anselm's College) and Chair of the Council for teacher Education

Dr. Laura Wasielewski is the Director of Teacher Education Programs and Department of Education Chair at Saint Anselm College. She has over thirty years of experience in education ranging from k-12 special education to higher education teaching, research, and administration. Her scholarly expertise encompasses educator preparation, school-university partnerships, and supports for students with disabilities in postsecondary education.

Nicole M. Heimarck, Bureau Administrator for Educator Preparation (NHDOE)

Nicole Heimarck has served as the Bureau Administrator for Educator Preparation at the New Hampshire Department of Education for two and half years. She joined the department with extensive school and district experience. With her training as a facilitative leadership coach through the School Reform Initiative, she has fostered grassroots collaboration throughout many reform efforts at the local and state levels. Ms. Heimarck has been an invited speaker at a number of state and national forums including Education Week's Leadership Forum, Road Maps to Common Core Success, The Council for Chief School Officer's (CCSSO) Instructional Materials Group, and a showcase of her district's work on NH Public Radio. At her heart is teacher-centered work that leads to improved opportunities and outcomes for all students.

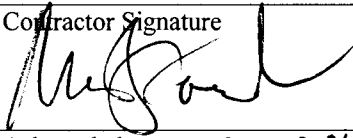
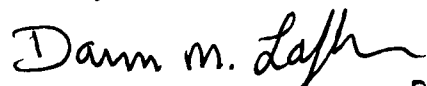
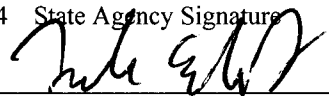


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name JenkinsFord Consulting, LLC		1.4 Contractor Address 67 Chester Street, Chester, NH 03036	
1.5 Contractor Phone Number (603) 722-5775	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$24,750.00
1.9 Contracting Officer for State Agency Michael Seidel		1.10 State Agency Telephone Number 271-0256	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary J. Ford Owner/Manager	
1.13 Acknowledgement: State of NH , County of Merrimack On 2-16-18 , 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 <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">[Seal]</div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace DAWN M. LAFLAM, Justice of the Peace My Commission Expires March 20, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIOER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 2-21-18			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/22/2018			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 WJ
Date 2/16/18

EXHIBIT A

SCOPE OF SERVICES

JenkinsFord Consulting, LLC will provide the following services to the New Hampshire Department of Education effective upon approval of the Commissioner of Education through June 30, 2018:

Facilitation of educator preparation program approval for IHEs, responsibilities include:

- Facilitate educator preparation program approvals, including recruitment, identification and training of highly qualified reviewers;
- Research impact of new program approval requirements on both the New Hampshire Department of Education and the state's teacher preparation programs;
- Deliver technical assistance to program reviewers and professional educator preparation programs;
- Assist the NH Department of Education in preparing Memorandums of understanding with Institutions of Higher Education to guide process of program approval;
- Assist NH Department of Education in preparing reports to the NH State Board of Education following program approval site visits;
- Participate in program approval visits.

**EXHIBIT B
BUDGET**

Budget (through June 30, 2018)

Professional services (\$125 per hour/198hours)
not to exceed \$24,750.00.

Funding is available in an account titled NTEP, as follows;
06-56-56-563510-51120000-102-500731
Contracts for Program Services

FY18
\$24,750.00

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

Michael Seidel
Administrator
Director, Division of Higher Education
NH Department of Education
101 Pleasant Street
Concord, NH 03301

MS
2/16/18

EXHIBIT C

None

Contractor Initials

Date


2/16/18

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Mary Ford, as a Sole Owner of my Business, Jenkinsford Consulting, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

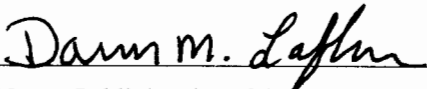
IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 16th day of February, 2018


Sole Owner

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 16th day of February, 2018, before me, Dawn M. Laflam the undersigned Officer, personally appeared, Mary Ford who acknowledged herself to be the Sole Owner of Jenkinsford Consulting, LLC a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Sole Owner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


~~Notary Public~~/Justice of the Peace

My Commission expires:

DAWN M. LAFLAM, Justice of the Peace
My Commission Expires March 20, 2018

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JENKINSFORD CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 10, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 746069



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of October A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Synopsis of Professional Career

- Twelve years of experience developing and managing the educational programs at Granite State College to provide competency-based educator preparation programs at the undergraduate, post-baccalaureate and graduate levels, available state-wide through online and blended delivery of courses in 17 areas of certification, including innovative graduate programs for school principals, school librarians and teacher leaders. Have established Memoranda of Understanding with six colleges in the Community College System of New Hampshire to provide seamless transition into baccalaureate degree completion programs.
- Four years of prior experience as the NH State Director of Special Education and as Associate Director of the NH State Improvement Grant for systems-change throughout New Hampshire to work collaboratively with all constituents for improved learning for all students including students with disabilities.
- Thirteen years of public and private teaching at the college and university level, six in tenure-track positions and three as co-chair of the Dept. of Education.
- Eight years of teaching experience at the K-12 level, teaching reading and special education in public and private schools.

Education

Ed.D.	Indiana University of Pennsylvania (1987), Indiana, PA Major: Elementary Education Minor: Linguistics
M.Ed.	University of Massachusetts Lowell (1979), Lowell, MA Major: Reading and Language
B.A.	Florida Atlantic University (1973), Boca Raton, FL Major: Elementary Education Minor: Special Education

Selected Professional History

2016-Present	Consultant JenkinsFord Consulting, LLC
2004 – 2016	Dean, School of Education, Granite State College University System of New Hampshire
2001 – 2004	Director, Bureau of Special Education New Hampshire Department of Education
2000 – 2001	Associate Director, State Improvement Grant New Hampshire Department of Education
1998 – 2000	Special Education Coordinator, Griffin Memorial School Litchfield, NH
1998 – 2001	Adjunct Professor, Graduate School of Education Cambridge College, Cambridge, MA
1994 – 1996	Adjunct Professor, Graduate School, Hamline University St. Paul, MN
1992 – 1994	Associate Professor, Southwest Minnesota State University Marshall, MN
1992 – 1993	Associate Professor, Augustana College Sioux Falls, SD
1987 – 1992	Assistant/Associate Professor (tenured), Rivier University Nashua, NH

Professional Presentations and Publications upon request