

170 8/3



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 14, 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 Robert F. Hanson, Jr., Strafford, NH (vendor code 204461), previously approved by Governor and Council on November 14, 2012, Item #136, to provide improvement support and technical assistance to New Hampshire schools and districts as part of the Statewide System of Support to improve student achievement. 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 \$30,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

	<u>FY14</u>
06-56-56-563010-32610000-102-500731 Department of Education, Title I-A 10003(a)	\$28,000.00
06-56-56-563010-21830000-102-500731 Department of Education, Title II-A Redistribution Fund	\$ 2,000.00

EXPLANATION

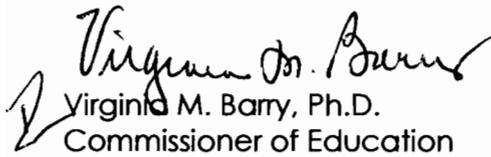
The New Hampshire Department of Education is mandated, under the Elementary and Secondary Education Act, Title I, Part A, to provide support and technical assistance to schools and districts that are in need of improvement. The use of liaisons as part of the Statewide System of Support helps the Department increase its capacity to provide such technical assistance and resources to schools and districts in order to improve student achievement.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page Two

The Department of Education would like to renew the contract with Robert F. Hanson, Jr. in order to allow him to continue his work. He has proven he has the expertise and interpersonal skills to successfully work with schools and districts within the State. Mr. Hanson has demonstrated he can do the job very well, and we would be pleased to be able to continue this contract.

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

Respectfully submitted,

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

VMB:dc:emr

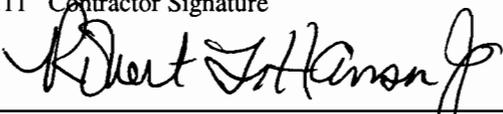
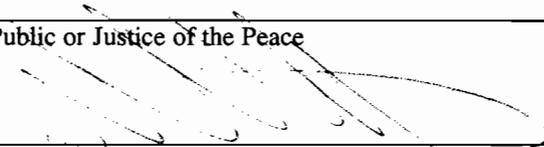
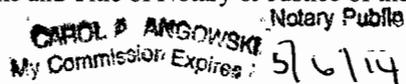
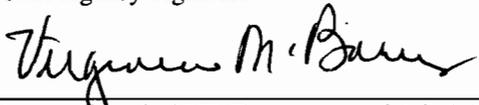
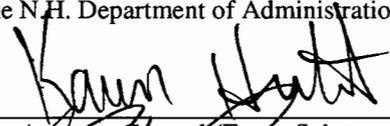
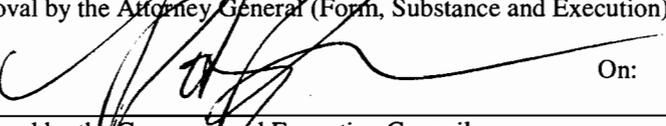
Subject: Improvement Support & Technical Assistance to Local Districts and Schools

**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 Robert F. Hanson, Jr.		1.4 Contractor Address 730 1st Crown Point Road, Strafford, NH 03884	
1.5 Contractor Phone Number 603-396-8076	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$30,000.00
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 Robert F. Hanson, Jr.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/14/13</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]			
1.13.2 Name and Title of Notary or Justice of the Peace 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: <u>5-17-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/21/13</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 APJ  
Date 3/14/13

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RFH  
Date 5/14/13

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

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

- Manage and coordinate the use of the NH Steps to Success School Improvement Indistar System to assist districts/schools in conducting needs assessments and improvement plan development;
- Provide professional development to facilitate school and district improvement plan development and implementation, with the goal of improving student achievement;
- Analyze data and develop differentiated Department support plans for districts in corrective action, schools that are SINI year four or higher and schools that are on the PLA list.
- Work with DOE, district and school improvement teams to develop and implement school/district improvement plans and to monitor the effectiveness of improvement initiatives;
- Provide assistance to school districts regarding data analysis, data verification, and utilization of data for program improvement purposes;
- Produce, in conjunction with Department staff, technical assistance documents to support school and district improvement and promote promising practices;
- Provide updates to the Department regarding progress and concerns from her work with districts and schools;
- Collaborate with regional facilitators to create a platform for sharing of promising practices throughout the state;
- Participate in Department Statewide System of Support meetings at the Department;
- Coordinate the activities for the NH Academy of Pacesetter Districts as required;
- Provide technical assistance and guidance to the SIG schools using the online Transformation Toolkit; and
- Attend other assigned meetings that support the Department.

### REPORTING

Mr. Hanson 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: reports 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.

S/RH  
Contractor  
Initials

5/14/13  
Date

EXHIBIT B

Budget

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

Professional services (\$50.00 per hour) not to exceed	\$30,000.00
06-56-56-563010-32610000-102-500731	\$28,000.00
06-56-56-563010-21830000-102-500731	\$ 2,000.00
Total	\$30,000.00

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

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

RFH  
Contractor  
Initials

5/14/13  
Date

EXHIBIT C

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

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached The Concord Group Insurance Company's Policy Number 0521088 - 6.

RFA  
Contractor  
Initials

5/14/13  
Date



# THE CONCORD GROUP INSURANCE COMPANIES

Concord General Mutual Insurance Company, 4 Bouton Street, Concord, NH 03301-5006

## ANNIVERSARY RENEWAL DECLARATIONS

Refer billing, policy or coverage questions to:

Named Insured and Address:

Online Access

Whittemore Insurance  
172 Rockingham Rd  
Londonderry, NH 03053  
(603) 432-2577

ROBERT HANSON

**THIS IS NOT A BILL. Your bill will be sent separately.**

This Anniversary Renewal Declarations reflects your renewal coverages, rating information and premiums. Any changes in your rating information, such as driving record history, driver's age or credits, are reflected herein.

The enclosed policy form(s) becomes part of your policy effective this renewal and should be attached to your policy. Read the form(s) and the explanatory notice carefully.

Please contact your agent with any questions or corrections.

A Valued Customer Since 1993

Policy Number	Policy Type	Policy Period	Effective Date	Payment Plan
		07/16/2012 TO 07/16/2013 12:01 AM Standard Time	07/16/2012	

### POLICY PREMIUM SUMMARY

Veh	Veh Year	Make / Model	Vehicle ID #	Vehicle Kept In	Annual Premium
1	2004				\$694.00
2	2005				\$462.00
3	1999				\$65.00
4	2008				\$533.00
5	2012				\$544.00

<b>TOTAL VEHICLE PREMIUM</b>
<b>DRIVING RECORD HISTORY SURCHARGE</b>
<b>ANNUAL POLICY PREMIUM</b>

# Robert F. Hanson, Jr.

## Philosophy Statement

*Great schools build responsive systems around data analysis and human needs to meet the dynamic necessities of the students and adults to insure success toward college and career for all students.*

## Profile

**Motivated leader who is passionate** about helping others grow to reach their fullest potential to better serve students and school districts. Guided the staff of William Allen School to earning national recognition as New Hampshire's Blue Ribbon School for Educational Excellence in 2005.

**An effective communicator** who has discovered that you can seldom over communicate when working in a school and distinct. Discovered effective ways to have difficult conversations with others that facilitate change and/or growth. Proficient at listening with empathy and paraphrasing the individual or group to insure that they are understood.

**Flexible and versatile** – able to maintain a sense of humor under pressure that puts others at ease. Poised and confident with demonstrated ability to easily adapt to changing needs of an educational leader. Excellent team-building skills. Proficient in educating and mentoring others based on their uniqueness. Enjoys working as part of a professional community to insure student growth.

**A data enthusiast** who believes that every student deserves the opportunity to excel in school. Understands the need in using data to move struggling students into higher proficiency levels.

## Skills Summary

- ◆ Leader
- ◆ Passionate Educator
- ◆ High Degree of Integrity
- ◆ Motivating
- ◆ Effective Communicator
- ◆ Data Literate
- ◆ Effectively Manages Time
- ◆ Confident
- ◆ Adept with Paraphrasing
- ◆ Organized
- ◆ Collaborative
- ◆ Articulate Public Speaker

## Professional Experience

### COMMUNICATION: REPORTS/PRESENTATIONS/MENTORING/COACHING

- ◆ Co-facilitation of Lebanon Math Task Force in developing a long-term district improvement plan
- ◆ SINI/DINI planning facilitation
- ◆ Coach/mentor several NH principals in support of professional growth and improved student outcomes
- ◆ Provided multiple workshops throughout the state of NH at the request of the Department of Education, sometimes on very short notice.
- ◆ Prepared reports, budgets, evaluations, etc. that met or exceeded expectations of supervisors, colleagues, educators, parents, and community.
- ◆ Provided annual progress report on school's reading goal to the Rochester School Board's Instruction Committee.
- ◆ Provided collaborative structure and guidance that enabled professional learning teams to work effectively.
- ◆ Coached/Mentored district administrators, Reading First On-site Coordinator, Reading First Coaches, teachers, and paraprofessionals.
- ◆ Met with staff members to collaboratively solve problems and/or explore more effective approaches.

# Robert F. Hanson, Jr.

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## WORKSHOPS FACILITATED/PRESENTED

- ◆ **Common Core Access for ALL Students**, NHASEA Annual Conference, March 14, 2013
- ◆ **Introduction to Common Core Shifts for Special Educators**, NHASEA Monthly Meeting, November, 2012
- ◆ **School Leaders Academy for the Common Core State Standards**, North Country Education Services and SERESC, Fall 2012 & Winter 2013
- ◆ **NH's Common Core Toolkit**, NHASP Annual Conference, June 29, 2011
- ◆ **Effective Team Building and Communication**, NHEAOP Annual Conference, May 2011 & May 2012
- ◆ **Move that Subgroup**, SERESC,
- ◆ **RTI Introduction**, Manchester School District, November 2011
- ◆ **Professional Learning Community Series**, Self-developed series based on DeFours work
- ◆ **NECAP Data Analysis**, Self-developed based on NH-DOE workshops and supporting materials
- ◆ **Data Team Meetings to Improve Student Learning for All**, NWEA's User Conference
- ◆ **National Reading First - Data Meeting to Increase Student Achievement**, National Presentation at Reading First Conference 2006

## ADDITIONAL REFERENCES

- ◆ **Dr. John J. Freeman**, Superintendent of Schools, Pittsfield School District, Pittsfield NH
  
- ◆ **Mary Anne Byrne**, Educational Consultant, SERESC, Bedford NH
  
- ◆ **Maryclare Heffernan**, Educational Consultant, SERESC, Bedford NH

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## Employment History

NH-DOE – Concord, NH

**Data Meeting Consultant**, December 2012 to Present

PITTSFIELD SCHOOL DISTRICT – Pittsfield, NH

**Part-time Curriculum Coordinator**, August 2011 - Present

SERESC – Bedford, NH

**Independent School Improvement & Leadership Consultant**, January 2011 to Present

ROCHESTER SCHOOL DEPARTMENT – Rochester, NH

**Part-time Interim Principal**, January 2011 to June 2011

NEW HAMPSHIRE DEPARTMENT OF EDUCATION – CONCORD, NH

**School Improvement Leadership Coach/Consultant**, November 2010 to June 2011

ROCHESTER SCHOOL DEPARTMENT – Rochester, NH

**Principal**, July 1997 to June 2009

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## Education

NOTRE DAME COLLEGE – Manchester, NH

**Master's Degree in Supervision and Administration**

FLORIDA ATLANTIC UNIVERSITY – Boca Raton, FL

**Bachelor's Degree in Elementary Education**

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



FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_

G & C Date 11-14-12

APPROVED:

Page # \_\_\_\_\_

Item # 136

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

October 1, 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 Robert F. Hanson, Jr., Strafford, NH (vendor code 204461), to provide improvement support and technical assistance to New Hampshire schools and districts as part of the Statewide System of Support to improve student achievement. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$23,600.00. 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  
\$23,600.00

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 (RFP) was developed and posted on the Department of Education website and in the Manchester Union Leader with an application deadline of September 25, 2012. The department was seeking an individual or entity with specific expertise and experience to work with districts and schools in New Hampshire as a part of the Statewide System of Support to improve student achievement. The New Hampshire Department of Education is mandated, under the Elementary and Secondary Education Act, Title I, Part A, to provide support and technical assistance to schools and districts that are in need of improvement.

His Excellency Governor John H. Lynch  
and the Honorable Council  
October 1, 2012  
Page Two

The selected individual will work as a liaison between the Department, the regional school improvement facilitators, and districts and schools. Priority of direct support will be given to districts in corrective action, schools that are School In Need of Improvement (SINI) year four or higher and schools that are on the State Persistently Lowest-Achieving (PLA) list. Broad support to all districts and schools in improvement or at risk of becoming in need of improvement will also be provided by the selected individual. This individual will work with the districts and schools based on their particular needs throughout the improvement plan development and implementation.

Robert Hanson has a Master's Degree from Notre Dame College, Manchester (1997) and Bachelor's Degree from Florida Atlantic University, Boca Raton, FL (1990). He has served as a Principal, School Improvement Leadership Coach/Consultant for the DOE, and most recently as a Curriculum Coordinator for the Pittsfield School District. During his term as a School Improvement Leadership Coach/Consultant for the DOE, feedback from the field was very positive.

The Department of Education would like to contract with Robert Hanson once again. His extensive knowledge and experience in the field has been a true asset in the past to both the Department and the schools and districts with whom he has worked.

Only one proposal was submitted. It was reviewed by the Administrator for the Bureau of Integrated Programs. She strongly recommended the candidate.

Respectfully submitted,



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

VMB:dc:emr

Subject:

Improvement Support & Technical Assistance to Local Districts and Schools

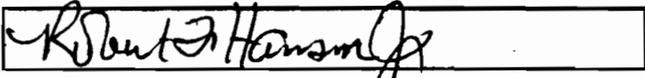
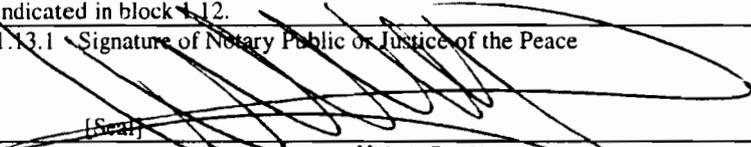
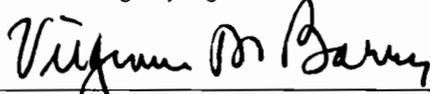
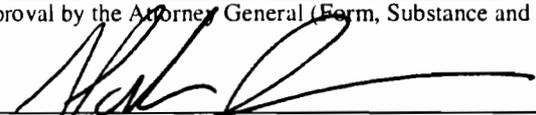
FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education, Bureau of Integrated Programs		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Robert F. Hanson, Jr.		1.4 Contractor Address 730 1st Crown Point Road, Strafford, NH 03884	
1.5 Contractor Phone Number 603-332-9459	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$23,600.00
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 Robert F. Hanson, Jr.	
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 			
1.13.2 Name and Title of Notary Public My Commission Expires <u>5/16/14</u> <u>Carol A. Angowski</u>			
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: <u>David D. Hutchins</u> Director, On: <u>10-4-12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/14/12</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 RFH  
Date 9/28/2012