

YU 59



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

August 24, 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, Division of Educational Improvement to **retroactively** exercise a renewal option of a contract with Robert Manseau, Manchester, NH (vendor code 226508), as outlined in Exhibit C of the original contract, in an amount not to exceed \$40,000.00, for the period effective July 1, 2015 through June 30, 2016, upon Governor and Council approval, to assist the Department in providing technical assistance and professional learning opportunities on the components of the State's principal effectiveness model and in providing technical assistance to Title I Priority and Focus schools. This contract was originally approved by Governor and Council on August 5, 2014 (Item #72). **100% Federal Funds**

Funds to support this request are anticipated to be available in the following account in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Longitudinal Data Grant:

FY16

06-56-56-563510-61560000-102-500731 Contracts for Program Support \$40,000.00

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to July 1, 2015 because the presentation of this contract was delayed first, due to the confirmation of federal funds and second, due to administrative delays.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 24, 2015
Page 2 of 2

The Department of Education would like to exercise its renewal option for a contract with Robert Manseau to allow him to continue providing technical assistance to the Department. His extensive experience and expertise in the field of the principal effectiveness model will assist State partners in developing and implementing district, regional and/or statewide leadership development opportunities, as requested. In addition, he will assist in the organization and on-going development of the New Hampshire Network for Principal Effectiveness and provide technical assistance to Title I Priority and Focus schools.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Virginia M. Barry" followed by a circled "for" in parentheses.

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

VMB:hg:tjf

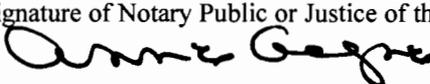
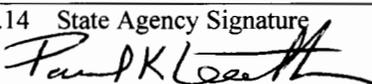
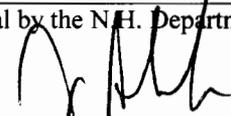
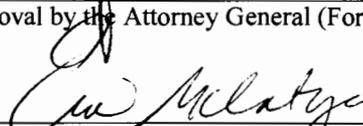
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

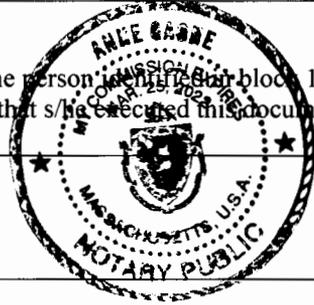
AGREEMENT

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 Robert Manseau		1.4 Contractor Address 300 Bedford Street, #320 Manchester, NH 03101	
1.5 Contractor Phone Number 978-807-9651 (Mobile)	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Educational Improvement		1.10 State Agency Telephone Number 603-271-5992	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Manseau	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Essex</u> On <u>8/28/2015</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			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date:	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Deputy Director, On: <u>9/1/15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/18/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials Rem
Date 8-28-15

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.

EXHIBIT A

SCOPE OF SERVICES

Robert Manseau will provide the following services to the New Hampshire Department of Education and New Hampshire schools and districts, for the period effective July 1, 2015 through June 30, 2016:

- Assist the Department in providing technical assistance and professional learning opportunities on the components of the state's principal effectiveness model
- Work with state partners to develop and implement district, regional and/or statewide leadership development opportunities, as requested
- Assist in the organization and on-going development of the New Hampshire Network for Principal Effectiveness
- Assist the Department in providing support to Title I Priority and Focus Schools by:
 - Serving as a member of a tri-annual grant application review team for Title I Priority and Focus Schools. This will consist of approximately nine (9) full days during the contracted year. Assisting the Department in reviewing applications and providing feedback to schools.
 - Participating on technical assistance teams for Title I Priority and Focus Schools by working directly with schools that did not meet application and reporting expectations and deadlines.
 - Assisting with the development and implementation of high quality presentations and quarterly meetings for Title I Priority and Focus School planning teams.

REPORTING

Mr. Manseau will provide the Division of Educational Improvement Director and/or their designee with the following reports/invoices:

Monthly Reports: Reports must detail the activities and approved work plan deliverables completed during the month. All work products and communication logs (with partners, schools, etc.) must be submitted with the monthly reports.

Monthly Invoices: Invoices are required to be submitted each month with the monthly report.

RM
Contractor
Initials

8/28/15
Date

EXHIBIT B

Budget

Budget (through June 30, 2016)

Professional services (\$50.00 per hour)
(approximately 800 hours to include
travel time) not to exceed \$40,000.00

06-56-56-563510-61560000-102-500731	\$40,000.00
Total	\$40,000.00

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

Heather Gage, Director
Division of Educational Improvement
NH Department of Education
101 Pleasant Street
Concord, NH 03301

RCM
Contractor
Initials

8-28-11
Date

EXHIBIT C

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Safety Insurance Company's Policy.

Bem
Contractor
Initials

8-28-11
Date



Safety Insurance

AUTO • HOME • BUSINESS

NAMED INSURED
ROBERT C MANSEAU
300 BEDFORD ST #320
MANCHESTER NH 03101

DECLARATIONS PAGE

AMENDED 02/13/2015
Policy Number
Policy Period 01-06-2015 to 01-06-2016

AGENT
55019
CHASE & LUNT LLC
65 PARKER ST
NEWBURYPORT MA 01950
(978) 462-4434 D

VEH#	YEAR	AKE	MODEL	BODY STYLE	VEH ID#	CLASS
001	2010	INFI	M35 SEDA	SEDAN		885150

COVERAGES	LIMIT	PREMIUM ADJUSTED Veh#1	PREMIUM	LIMIT	PREMIUM ADJUSTED Veh#2	PREMIUM
<u>Liability</u>						
Bodily Injury	\$ 100,000 Each Person	\$ 187	\$	Each Person	\$	\$
	\$ 300,000 Each Accident		\$	Each Accident		\$
Property Damage	\$ 100,000 Each Accident	\$ 153	\$	Each Accident	\$	\$
Medical Payments	\$ 5,000 Each Person	\$ 36	\$	Each Person	\$	\$
Uninsured Motorists	\$ 100,000 Each Person	\$ 43	\$	Each Person	\$	\$
	\$ 300,000 Each Accident		\$	Each Accident		\$
<u>Physical Damage</u>						
Other than Collision	\$ 500 Deductible	\$ 103	\$	Deductible	\$	\$
Collision	\$ 500 Deductible	\$ 474	\$	Deductible	\$	\$
Transportation	Up to \$ 30 a day,	\$ 11	\$	Up to \$ a day,	\$	\$
Expenses	\$ 900 maximum		\$	maximum		\$
Towing	\$	\$	\$		\$	\$
Total Vehicle Premium:		\$ 1,007	\$		\$	\$

Total Policy Premium: \$

Your credit score was used in the rating of this policy to determine the premium charge.

Discounts:	Air bag/Automatic seatbelts	Anti-Theft	Multi-Car
AUTO 001	30%	15%	NO
AUTO			
Place of Principal Garaging			
AUTO 001		Terr	
AUTO		010	

ENDORSEMENTS FORMING A PART OF THIS POLICY

#PP00010105	#PP01760608	#PP13011299	#PP04450805	#PP03020698
#SSA0011008	#PP03190886			

DECLARATIONS PAGE

Policy Number
 Policy Period 01-06-2015 to 01-06-2016

DRIVER INFORMATION DT=Driver Training GS=Good Student

Veh#	NAME	DOB	License Number	ST	OP	M/F	M/S	DT	GS
1	ROBERT C MANSEAU			MA	P	M	M	N	

ADDITIONAL INTEREST(S)

Veh#	NAME, Address, City, State and ZipCode
1	ST JEANS CREDIT UNION 370 HIGHLAND AVE SALEM MA 01970

ADDITIONAL INFORMATION

Tier - Ultra Preferred
 ADD INSURED
 E-CUSTOMER PROGRAM - 03%
 M0070S ST JEANS CREDIT UNION 370 HIGHLAND AVE SALEM MA 01970
 SAFETY LOYALTY CREDIT - 03%
 SAFETY ACCOUNT CREDIT - 15%
 #SSA0011008 SAFETY SHIELD VEH 001

Countersigned By _____ Authorized Agent

ROBERT C. MANSEAU

300 Bedford St. #320
Manchester NH 03101
(C) 978-807-9651

Education: M. Ed. Educational Administration -1985
University of Lowell, Lowell, MA

B. M. Ed. in Music Education - 1972
Lowell State College, Lowell, MA

Professional Experience:

- 2014-2015** **Consultant** – New Hampshire Department of Education
Principal Leadership
- 2014-Present** **Co-Director** - NHASP School Leader Mentor Program
- 2012-2014** **Liaison** - New Hampshire Department of Education
Southeast Region
- 2012-Present** **Trainer** – NHASP School Leader Mentor Program
- 2010-Present** **Mentor** – NHASP School Leader Mentor Program
Principals at Windham High School, Windham NH, 2010-2011; Franklin High School,
Franklin NH 2010-2012; Exeter High School, Exeter, NH, 2012-present, Hillsborough-
Deering Middle School, Hillsborough NH, 2014-2015
- 2007-2012** **Principal** – Campbell High School, Litchfield, NH 03052
Responsible for a grade 9-12 high school of 555 students, 54 professional staff and 32
support staff, including a three member administrative team and four curriculum facilitators.
New England Association of Schools and Colleges accreditation process from finalization
of Self-Study, awarding of Initial Accreditation, through Two Year Report. Campbell High
School was named *Representative of Excellence Finalist* by New Hampshire Excellence in
Education Awards June 12, 2010.

Instituted a number of school improvement initiatives:

- Introduced grading policy pilot -formative and summative assessments, re-takes and multiple opportunities for demonstrating competency
- Failure rate reduced
- Established competency based report cards
- Aligned efforts for “at risk” students
- Introduced directed study to address the issue of student failure
- Met with parents and seniors at risk of not graduating in fall, winter and spring
- Established Student Support Center – for students with chronic behavior problems
- Brought in “Challenge Day” and the “Mock Accident”
- Introduced Walk-Through Program – brief classroom visits with written feedback
- Introduced and implemented “Grand Rounds” peer observation in classrooms
- Established routine recognition of faculty - “Red Apple Awards”
- Expanded student recognition -“All A’s Celebration” and “Cougar Paw” post cards
- Improved faculty morale through special events such as appreciations breakfasts
- Directed revision of curriculum outlines for all courses and posted on school website
- Established common assessments – school-wide at mid-year and final exams
- Established Professional Learning Community structure
- Changed focus of faculty meetings with use of protocols such as “Looking at Student Work” creating more dialogue within and across departments

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

- Improved school climate by promoting faculty ethic of “We pull together, not apart” resulting in to a more cohesive and supportive staff
- Directed review and revision of the advisory program
- Re-establish or established committees and teams, Teaching & Learning and Chat Teams, School Safety Academic Affairs and Advisory Committees
- Established Campbell’s participation as a NH Scholars High School
- Introduced school improvement goals and SMART goals for teachers
- Started involvement with VLACS courses
- Improved communication in resolving conflicts between staff, parents and students
- Improved relationships between administrators and students, including handling of discipline issues with a more positive approach

Professional Development:

- Presented at 2010 NHASP Annual Conference “Core Competencies, A Ten Year Perspective” Mt. Washington Resort, Bretton Woods, NH
- Presented at 2009 NHASP Annual Conference “Walk Throughs” - Mt. Washington Resort, Bretton Woods, NH
- Presented at September 2008 DOE/New Hampshire High School Redesign Forum “Core competency based report card.” SERESC, Bedford, NH

2003-2007

Principal - Triton Regional High School, Byfield, MA 01922

Responsible for a grade 9-12 high school of 1,000 students, 72 professional staff and 31 support staff, including a four member administrative team and eight program coordinators. Managed the school's New England Association of Schools and Colleges re-accreditation process from Self-Study through Two Year Report.

Instituted a number of school improvement initiatives:

- School Mission and Data driven decision making
- Data Wall – public display of key school performance indicators
- Common Assessments – school-wide at mid-year and final exams
- Walk-Through Program – routine three-five minute classroom visits
- On-line daily and class attendance
- Critical Friends Groups – faculty looking at student work
- Policy Revisions – Attendance, Dress Code, Plagiarism
- Student Support Center – for students with chronic behavior problems
- Learning Center Program – for students at risk of retention
- Peer Mentoring Program – for entire freshman class
- Freshman Teaming – teachers with common planning time
- Grade 9 Mock MCAS Long Composition and joint faculty scoring

Professional Development:

- Led numerous programs centered on teaching and learning practices
- Led district-level Leadership Academy – supervision seminar using a Walk-Through model and evaluation seminar using *The Skillful Leader*.

2000-2003 Director of Visual and Performing Arts (Assistant Principal)

One of five directors: Humanities, Sciences, Arts, Guidance, Activities

Assistant Principal responsibilities:

- Administrative liaison for the Special Education program
- Supervision & evaluation of 15-20 teachers annually

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

- Allocation and oversight of school budget
- NEASC Self Study chair
- Master scheduling of high school courses
- Established and edited the school newsletter, the Viking Notebook
- Oversaw and coordinated cleaning contractor

Director of Visual & Performing Arts responsibilities:

- Full program oversight of extensive curricular and co-curricular visual and performing arts program
- Building Project Renovation – Arts facilities, consultations with architects and Furniture and Equipment consultant

- 1993 – 1997** **Adjunct Instructor** - Gordon College, Wenham, MA
- Taught “Music Education 5-12” and “Instrumentation and Arranging”
 - Directed “Coy Pond Piranhas” music department’s jazz ensemble

- 1977- 2000** **Director of Music & Performing Arts** - Triton Regional School, Byfield, MA
Department Head for Music, Art, Dance and Drama
- Responsible for music program in both junior and senior high schools
 - Established visual & performing arts program, adding dance and drama to art and music curriculum in 1986, aligned curriculum with State Curriculum Frameworks
- Band and Choral Director*
- New England Scholastic Band Association Championships in 1983 and 1984
 - Two European Concert Tours, 1986 and 1995, award winning bands and choirs
- Teacher*
- Instrumental, vocal and general music, grades 7-12
 - Developed music technology program
- Administrative internship*
- Switched over school-wide grade report cards to computerized system
- Peer Coaching presenter*
- Provided district staff professional development
- Cooperating Teacher*
- For student teachers from Gordon College and the University of Lowell.

- 1972-1977** **Teacher** - Masconomet Regional Senior & Junior High Schools, Boxford, MA
- Taught instrumental music, grades 7-12

Selected Related Training:

- *School Leaders Mentor Training Program* –July, 2010, NHASP
- *Member of NEASC Visiting Committee*, Laconia, NH High School - 2009
- *A Compass for Secondary School Redesign* – July, 2008 – January, 2009, Teachers21/NEASC
- *Emergency Management Institute/FEMA* –June 2008, Introduction to the Incident Command System
- *Breaking Ranks II “Train the Trainer Program”* - November 2006, MASSP
- *Leadership and Learning: Transforming Research Into Action*, October 2006, Douglas Reeves, Center for Performance Assessment
- *Nonviolent Crisis Intervention*, May 2006, Crisis Prevention Institute
- *Transforming Learning Communities: A Framework for Improving Student and Adult Learning*, June 2005, MASCD June Institute

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

- *Sustaining Professional Learning Communities: Teaching and Learning in the age of Information and Insecurity*, October, 2004, Andy Hargreaves, Northeast Consortium for Staff Development
- *Redesigning American High Schools Institute* - July 2003, Harvard Graduate School of Education Programs in Professional Education
- *Threat Assessment in Schools* - March 2003, Co-sponsored by US Secret Service, US DOE, Mass DOE and DMH, H&E Services
- *Behavior Management* – Oct. 2002, Mike Mezzocchi, Pathways & Staff Development
- *Member of NEASC Visiting Committee*, Lynnfield, MA High School - 2001
- *School Leadership Program “Creating a Standards-Based Classroom”* - Sept., 2000-Feb., 2001, Mass Insight Education
- *Advanced Coaching Seminar* – 1988, Northeast Consortium for Staff Development
- *Certificate of Achievement* – Clinical Supervision with Madeline Hunter 1987

Certifications:

New Hampshire Certification # 87360
Principal (*In-Active as of June 2013*)
Massachusetts Certification # 152325 (*In-active as of June 2009*)
Principal/Assistant Principal (9-12)
Music: Vocal/Instrumental/General (PreK-9)
Music: Vocal/Instrumental/General (5-12)

Presentations:

-NHASP Annual Conferences, June 2009 “*Walkthroughs*,”
-NHASP Annual Conference, June 2010 “*Core Competencies, a Ten Year Perspective*”
-NHASP New Administrators Workshop, October 2010 “*Panel of Experts*”
-NHASP Assistant Principal Conference, February 2011 “*Panel on Bullying*”
-NHASP Annual Conference, June 2011 “*Alternative High School Programming*”
-New Hampshire State Board of Education, October 2011 “*Student Achievement for All*”
-New Hampshire Senate Education Sub-Committee Presentation, January, 2012 “*Common Core State Standards*”
-Education Commission of the States National Forum On Education Policy, “*Innovation & Opportunity, Moving The Needle on Student Success*”, July 2012, Atlanta, GA “*Raising Graduation Rates in New Hampshire: Effective Approaches, Lessons Learned*”

Recent Committees:

-ESEA Flexibility Waiver Taskforce, NH DOE, Fall 2011
-Professional Standards Revision Committee on Principal Certification, NH DOE, 2011-2012
-New Hampshire Task Force on Principal Leadership, NH DOE, 2011-2012

Affiliations:

-New Hampshire Association of School Principals NHASP
-National Association of Secondary School Principals NASSP
-New Hampshire Association of Supervision and Curriculum Development NHASCD
-Association of Supervision and Curriculum Development ASCD

Awards:

-My most prized recognition – Voted 1999 *Most Kind Teacher* by student body
-2010 NHASP *Outstanding Role Model*
-Campbell High School named 2010 *Representative of Excellence Finalist*

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011

MetLife/NASSP National High School Principal of the Year Finalist 2012

Excellence in Education Awards June 12, 2010

-2011 NHASP *Charles A. Napoli Secondary School Principal of the Year*

-2012 MetLife/NASSP *National High School Principal of the Year Finalist*

References:

-References available on request

4v 72



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

G+C Approved
8/5/14
Item 72
Log 12.15

July 17, 2014

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

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement to contract with Robert Manseau, Amesbury, MA (vendor code 226508), in an amount not to exceed \$40,000.00, for the period effective August 5, 2014 or the date of Governor & Council approval, whichever is later, to July 1, 2015, to assist the Department in providing technical assistance and professional learning opportunities on the components of the state's principal effectiveness model and in providing technical assistance to Title I Priority and Focus schools. 100% Federal Funds

Funding is available in the accounts entitled Longitudinal Data Grant and Teacher Competence Fund as follows:

	<u>FY15</u>
06-56-56-563010-61560000-102-500731 Contracts for Program Svcs.	\$20,000.00
06-56-56-563010-21680000-046-500464 Gen Consultants Non-Benefit	\$20,000.00

EXPLANATION

A Request for Proposals was developed and posted on the Department website on May 23, 2014 with the deadline for receipt of proposal being June 6, 2014. The Department was seeking individuals to work as New Hampshire Department of Education liaisons to: 1) assist in designing and implementing activities and providing technical assistance to advance knowledge in the field regarding the state's priorities; 2) assist the Department in providing support to the state's Title I Priority and Focus Schools; and 3) serve as liaisons between the state and school districts and professional organizations to help ensure two-way, meaningful communication, collaboration and coherence of priorities.

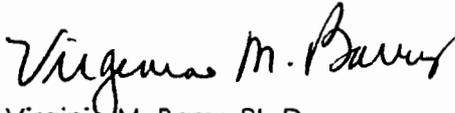
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 17, 2014
Page Two

Five proposals were received, reviewed and rated using a scoring rubric by an evaluation team. The team consisted of the Commissioner of Education and the Director for the Division of Educational Improvement. All five have been recommended to provide services and are being brought forward for approval.

The Department of Education would like to contract with Robert Manseau to work with state partners to develop and implement district, regional and/or statewide leadership development opportunities, as requested. In addition, he will assist in the organization and on-going development of the New Hampshire Network for Principal Effectiveness and provide technical assistance to Title I Priority and Focus schools.

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:hg:emr

Subject:

NH Department of Education Liaison

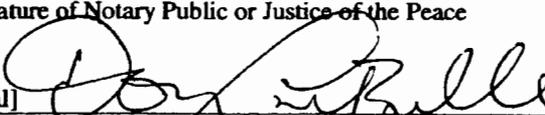
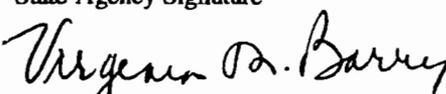
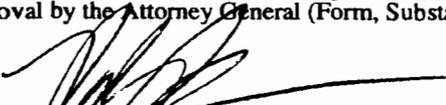
FORM NUMBER P-37 (version 1/09)

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, Division of Educational Improv		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Robert Manseau		1.4 Contractor Address 20 Lake Attitash Road, Amesbury, MA 01913	
1.5 Contractor Phone Number 978-388-9067	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Educational Improvement		1.10 State Agency Telephone Number 603-271-5992	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Manseau	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>MERRIMACK</u> On <u>July 17, 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]		DONALD R. LABELLE Justice of the Peace - NH My Commission Expires March 30, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Donald R. Labelle Justice of the Peace			
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: 7/21/14			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 7/23/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials Com
Date 7-17-14

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

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.

NH Department of Education Liaisons RFP

Scoring Rubric

The committee members responsible for the review of the proposals include the following individuals: Commissioner Virginia Barry and Heather Gage

NAME	Significance of Proposal – Description of applicant's recommendations assist the Department in implementing the priority area selected (1.0). This will include the applicant's workplan and timeline.	Quality of Services to be Provided – Technical Skill, including, but not limited to, facilitation, collaboration, presentations, report writing, and product development	Quality of Services to be Provided – Content knowledge in the priority area selected	Total (Out of 100)
Bob Manseau – Principal Effectiveness	49	24	25	98
Sandy Kent – Competencies & Perf. Based Assessments	48	23	25	96
Rose Colby – Competencies & Perf. Based Assessments	47	24	25	96
Jane Bergeron Beaulieu Instructional Support	48	23	25	96
Jean Briggs Badger Early Childhood	48	24	25	97

EXHIBIT A

SCOPE OF SERVICES

Robert Manseau will provide the following services to the New Hampshire Department of Education and New Hampshire schools and districts, for the period effective August 5, 2014 or Governor and Council approval, whichever is later, through June 30, 2015:

- Assist the Department in providing technical assistance and professional learning opportunities on the components of the state's principal effectiveness model
- Work with state partners to develop and implement district, regional and/or statewide leadership development opportunities, as requested
- Assist in the organization and on-going development of the New Hampshire Network for Principal Effectiveness
- Assist the Department in providing support to Title I Priority and Focus Schools by:
 - Serving as a member of a tri-annual grant application review team for Title I Priority and Focus Schools. This will consist of approximately nine (9) full days during the contracted year. Assisting the Department in reviewing applications and providing feedback to schools.
 - Participating on technical assistance teams for Title I Priority and Focus Schools by working directly with schools that did not meet application and reporting expectations and deadlines.
 - Assisting with the development and implementation of high quality presentations and quarterly meetings for Title I Priority and Focus School planning teams.

REPORTING

Mr. Manseau will provide the Division of Educational Improvement Director and/or their designee with the following reports/invoices:

Monthly Reports: Reports must detail the activities and approved work plan deliverables completed during the month. All work products and communication logs (with partners, schools, etc.) must be submitted with the monthly reports.

Monthly Invoices: Invoices are required to be submitted each month with the monthly report.

RM
Contractor
Initials

7-17-14
Date

EXHIBIT B

Budget

Budget (through June 30, 2015)

Professional services (\$50.00 per hour)
not to exceed \$40,000.00

FY 15

06-56-56-563010-61560000-102-500731
06-56-56-563010-21680000-046-500464
Total

\$20,000.00
\$20,000.00
\$40,000.00

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

Heather Gage, Director
Division of Educational Improvement
NH Department of Education
101 Pleasant Street
Concord, NH 03301

RCM
Contractor
Initials

7-17-14
Date

EXHIBIT C

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

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Safety Insurance Company's Policy.

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

DCM
Contractor
Initials

7-17-14
Date



Safety Insurance

AUTO • HOME • BUSINESS

Personal Auto Coverage Selections Page

This Coverage Selections Page shows the coverages and discounts for your auto insurance policy issued by Safety Insurance Company. This page, the attached endorsements and the Massachusetts Auto Insurance Policy (2008 edition) form your policy.

Your Policy # [REDACTED]
Your Email: [REDACTED]

ITEM 2. Policy Effective Dates: MAY 13, 2014 - MAY 13, 2015
(12:01 A.M. Eastern Standard Time)
D

ITEM 1. Policy Issued to:
ROBERT C MANSEAU
[REDACTED]

Your Agent: Agent Code 33668
CHASE & LUNT LLC
65 PARKER ST
NEWBURYPORT MA 01950

(978)462-4434

ITEM 3. The following auto(s) are covered by this insurance policy:

Auto 1: 2010 INFI M35 SEDA SEDAN [REDACTED]

Symbol 23 Class 30

Auto :

Policy Level Discounts (These discounts apply to your entire policy.)

Account Credit	Other Carrier Account Credit	Group Discount	Renewal Credit	E-Customer Discount	Agency Loyalty Credit
10%	NO	NO	NO	NO	07%

Auto Level Coverages and Discounts (These discounts apply to all or a portion of the premium for a specific auto.)

	Safety Shield Coverage	Loan Lease/Gap Coverage	Good Student Discount	Away at School Discount	Hybrid Auto Discount	Anti Theft Discount	Annual Mileage Discount	Multi Car Discount	Age 65 or older Discount	MBTA Discount
Auto 1:	NO	NO	NO	NO	NO	20%	NO	NO	NO	NO
Auto :										

ITEM 4. This policy provides only the coverages for which a premium charge is shown.

Coverages, Parts 1-12	Auto 1 - Limits	Premium	Adjusted Premium	Auto - Limits	Premium	Adjusted Premium
1. Bodily Injury to Others	\$20,000 Per Person \$40,000 Per Accident	\$ 93		\$ Per Person \$ Per Accident	\$	
2. Personal Injury Protection	\$8,000 Per Person <input checked="" type="checkbox"/> No Deductible _ Deductible for You _ Deductible for You and household members	\$ 27		\$ Per Person _ No Deductible _ Deductible for You _ Deductible for You and household members	\$	
3. Bodily Injury Caused by an Uninsured Auto	\$20,000 Per Person \$40,000 Per Accident	\$ 7		\$ Per Person \$ Per Accident	\$	
4. Damage to Someone Else's Property	\$100,000 Per Accident	\$ 176		\$ Per Accident	\$	
5. Optional Bodily Injury to Others	\$250,000 Per Person \$500,000 Per Accident	\$ 117		\$ Per Person \$ Per Accident	\$	
6. Medical Payments	\$5,000 Per Person	\$ 19		\$ Per Person	\$	
7. Collision *Includes Waiver of Deductible	\$500* Deductible Actual Cash Value	\$ 525		\$ Deductible Actual Cash Value	\$	
8. Limited Collision	\$ Deductible Actual Cash Value	\$		\$ Deductible Actual Cash Value	\$	
9. Comprehensive	\$500 Deductible Actual Cash Value	\$ 126		\$ Deductible Actual Cash Value	\$	
10. Substitute Transportation	Up to \$15 a day to a maximum of \$450	\$ 9		Up to \$ a day to a maximum of \$	\$	
11. Towing and Labor	Up to \$ for each disablement	\$		Up to \$ for each disablement	\$	
12. Bodily Injury Caused by an Underinsured Auto	\$20,000 Per Person \$40,000 Per Accident	\$ 0		\$ Per Person \$ Per Accident	\$	
	Premium Subtotal	\$		Premium Subtotal	\$	
Merit Rating Plan Adjustment	99	\$ - 207			\$	
	Total Premium for this Auto	\$ 892		Total Premium for this Auto	\$	
Total Premium for this Policy:					\$ 892.00	

INSURED

ROBERT C. MANSEAU

20 Lake Attitash Road
Amesbury, MA 01913

Education: M. Ed. Educational Administration -1985
University of Lowell, Lowell, MA

B. M. Ed. in Music Education - 1972
Lowell State College, Lowell, MA

Professional Experience:

2013-Present **Lead** – New Hampshire Network Principal Leadership Network

2012-Present **Liaison** - New Hampshire Department of Education
Southeast Region Liaison

2012-Present **Trainer** – NHASP School Leader Mentor Program

2010-Present **Mentor** – NHASP School Leader Mentor for Principals at Windham High School,
Windham NH, 2010-2011; Franklin High School, Franklin NH 2010-2012; Exeter High
School, Exeter, NH, 2012-present

2007-2012 **Principal** – Campbell High School, Litchfield, NH 03052
Responsible for a grade 9-12 high school of 555 students, 54 professional staff and 32
support staff, including a three member administrative team and four curriculum facilitators.
New England Association of Schools and Colleges accreditation process from finalization
of Self-Study, awarding of Initial Accreditation, through Two Year Report. Campbell High
School was named *Representative of Excellence Finalist* by New Hampshire Excellence in
Education Awards June 12, 2010.

Instituted a number of school improvement initiatives:

- Introduced grading policy pilot -formative and summative assessments, re-takes and multiple opportunities for demonstrating competency
- Failure rate reduced
- Established competency based report cards
- Aligned efforts for “at risk” students
- Introduced directed study to address the issue of student failure
- Met with parents and seniors at risk of not graduating in fall, winter and spring
- Established Student Support Center – for students with chronic behavior problems
- Brought in “Challenge Day” and the “Mock Accident”
- Introduced Walk-Through Program – brief classroom visits with written feedback
- Introduced and implemented “Grand Rounds” peer observation in classrooms
- Established routine recognition of faculty - “Red Apple Awards”
- Expanded student recognition -“All A’s Celebration” and “Cougar Paw” post cards
- Improved faculty morale through special events such as appreciations breakfasts
- Directed revision of curriculum outlines for all courses and posted on school website
- Established common assessments – school-wide at mid-year and final exams
- Established Professional Learning Community structure
- Changed focus of faculty meetings with use of protocols such as “Looking at Student Work” creating more dialogue within and across departments
- Improved school climate by promoting faculty ethic of “We pull together, not apart” resulting in to a more cohesive and supportive staff
- Directed review and revision of the advisory program
- Re-establish or established committees and teams, Teaching & Learning and Chat

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

- Teams, School Safety Academic Affairs and Advisory Committees
- Established Campbell's participation as a NH Scholars High School
- Introduced school improvement goals and SMART goals for teachers
- Started involvement with VLACS courses
- Improved communication in resolving conflicts between staff, parents and students
- Improved relationships between administrators and students, including handling of discipline issues with a more positive approach

Professional Development:

- Presented at 2010 NHASP Annual Conference "Core Competencies, A Ten Year Perspective" Mt. Washington Resort, Bretton Woods, NH
- Presented at 2009 NHASP Annual Conference "Walk Throughs" - Mt. Washington Resort, Bretton Woods, NH
- Presented at September 2008 DOE/New Hampshire High School Redesign Forum "Core competency based report card." SERESC, Bedford, NH

2003-2007

Principal - Triton Regional High School, Byfield, MA 01922

Responsible for a grade 9-12 high school of 1,000 students, 72 professional staff and 31 support staff, including a four member administrative team and eight program coordinators. Managed the school's New England Association of Schools and Colleges re-accreditation process from Self-Study through Two Year Report.

Instituted a number of school improvement initiatives:

- School Mission and Data driven decision making
- Data Wall – public display of key school performance indicators
- Common Assessments – school-wide at mid-year and final exams
- Walk-Through Program – routine three-five minute classroom visits
- On-line daily and class attendance
- Critical Friends Groups – faculty looking at student work
- Policy Revisions – Attendance, Dress Code, Plagiarism
- Student Support Center – for students with chronic behavior problems
- Learning Center Program – for students at risk of retention
- Peer Mentoring Program – for entire freshman class
- Freshman Teaming – teachers with common planning time
- Grade 9 Mock MCAS Long Composition and joint faculty scoring

Professional Development:

- Led numerous programs centered on teaching and learning practices
- Led district-level Leadership Academy – supervision seminar using a Walk-Through model and evaluation seminar using *The Skillful Leader*.

2000-2003

Director of Visual and Performing Arts (Assistant Principal)

One of five directors: Humanities, Sciences, Arts, Guidance, Activities

Assistant Principal responsibilities:

- Administrative liaison for the Special Education program
- Supervision & evaluation of 15-20 teachers annually
- Allocation and oversight of school budget
- NEASC Self Study chair
- Master scheduling of high school courses
- Established and edited the school newsletter, the Viking Notebook

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

- Oversaw and coordinated cleaning contractor

Director of Visual & Performing Arts responsibilities:

- Full program oversight of extensive curricular and co-curricular visual and performing arts program
- Building Project Renovation – Arts facilities, consultations with architects and Furniture and Equipment consultant

1993 – 1997 Adjunct Instructor - Gordon College, Wenham, MA

- Taught “Music Education 5-12” and “Instrumentation and Arranging”
- Directed “Coy Pond Piranhas” music department’s jazz ensemble

1977- 2000 Director of Music & Performing Arts - Triton Regional School, Byfield, MA

Department Head for Music, Art, Dance and Drama

- Responsible for music program in both junior and senior high schools
- Established visual & performing arts program, adding dance and drama to art and music curriculum in 1986, aligned curriculum with State Curriculum Frameworks

Band and Choral Director

- New England Scholastic Band Association Championships in 1983 and 1984
- Two European Concert Tours, 1986 and 1995, award winning bands and choirs

Teacher

- Instrumental, vocal and general music, grades 7-12
- Developed music technology program

Administrative internship

- Switched over school-wide grade report cards to computerized system

Peer Coaching presenter

- Provided district staff professional development

Cooperating Teacher

- For student teachers from Gordon College and the University of Lowell.

1972-1977 Teacher - Masconomet Regional Senior & Junior High Schools, Boxford, MA

- Taught instrumental music, grades 7-12

Selected Related Training:

- *School Leaders Mentor Training Program* –July, 2010, NHASP
- *Member of NEASC Visiting Committee*, Laconia, NH High School - 2009
- *A Compass for Secondary School Redesign* – July, 2008 – January, 2009, Teachers21/NEASC
- *Emergency Management Institute/FEMA* –June 2008, Introduction to the Incident Command System
- *Breaking Ranks II “Train the Trainer Program”* - November 2006, MASSP
- *Leadership and Learning: Transforming Research Into Action*, October 2006, Douglas Reeves, Center for Performance Assessment
- *Nonviolent Crisis Intervention*, May 2006, Crisis Prevention Institute
- *Transforming Learning Communities: A Framework for Improving Student and Adult Learning*, June 2005, MASCD June Institute
- *Sustaining Professional Learning Communities: Teaching and Learning in the age of Information and Insecurity*, October, 2004, Andy Hargreaves, Northeast Consortium for Staff Development

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011

MetLife/NASSP National High School Principal of the Year Finalist 2012

- *Redesigning American High Schools Institute* - July 2003, Harvard Graduate School of Education Programs in Professional Education
- *Threat Assessment in Schools* - March 2003, Co-sponsored by US Secret Service, US DOE, Mass DOE and DMH, H&E Services
- *Behavior Management* – Oct. 2002, Mike Mezzocchi, Pathways & Staff Development
- *Member of NEASC Visiting Committee*, Lynnfield, MA High School - 2001
- *School Leadership Program "Creating a Standards-Based Classroom"* - Sept., 2000-Feb., 2001, Mass Insight Education
- *Advanced Coaching Seminar* – 1988, Northeast Consortium for Staff Development
- *Certificate of Achievement* – Clinical Supervision with Madeline Hunter 1987

Certifications:

New Hampshire Certification # 87360

Principal (*In-active*)

Massachusetts Certification # 152325 (*In-active as of June 2009*)

Principal/Assistant Principal (9-12)

Music: Vocal/Instrumental/General (PreK-9)

Music: Vocal/Instrumental/General (5-12)

Sample Presentations:

- NHASP Annual Conferences, June 2009 "*Walkthroughs*,"
- NHASP Annual Conference, June 2010 "*Core Competencies, a Ten Year Perspective*"
- NHASP New Administrators Workshop, October 2010 "*Panel of Experts*"
- NHASP Assistant Principal Conference, February 2011 "*Panel on Bullying*"
- NHASP Annual Conference, June 2011 "*Alternative High School Programming*"
- New Hampshire State Board of Education, October 2011 "*Student Achievement for All*"
- New Hampshire Senate Education Sub-Committee Presentation, January, 2012 "*Common Core State Standards*"
- Education Commission of the States National Forum On Education Policy, "Innovation & Opportunity, Moving The Needle on Student Success", July 2012, Atlanta, GA "*Raising Graduation Rates in New Hampshire: Effective Approaches, Lessons Learned*"

Sample Recent Committees:

- ESEA Flexibility Waiver Taskforce, NH DOE, Fall 2011
- Professional Standards Revision Committee on Principal Certification, NH DOE, 2011-2012
- New Hampshire Task Force on Principal Leadership, NH DOE, 2011-2012

Affiliations:

- New Hampshire Association of School Principals NHASP
- National Association of Secondary School Principals NASSP
- New Hampshire Association of Supervision and Curriculum Development NHASCD
- Association of Supervision and Curriculum Development ASCD

Awards:

- My most prized recognition – Voted 1999 *Most Kind Teacher* by student body
- 2010 NHASP *Outstanding Role Model*
- Campbell High School named 2010 *Representative of Excellence Finalist*
Excellence in Education Awards June 12, 2010
- 2011 NHASP *Charles A. Napoli Secondary School Principal of the Year*
- 2012 MetLife/NASSP *National High School Principal of the Year Finalist*

Robert C. Manseau

Charles A. Napoli New Hampshire Secondary School Principal of the Year 2011
MetLife/NASSP National High School Principal of the Year Finalist 2012

References:

- References available on request
- Letters attached from: David Ryan, Brian Stack, Jon VanderEls