169 put



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, NH 03301 100% Fadens/ Fonds

REQUESTED ACTION

 Authorize the Department of Education to secure the services of Anne Hartshorn, (Vendor Code #223168) of Concord, NH to provide quality assurances for the i4see data collection system to ensure that the i4see data is complete and accurate in the amount of \$15,000 upon Governor and Council approval for the period effective from July 1, 2013 through June 30, 2014 pending legislative approval of the next biennium budget.

These funds are available from and are 100% Federal funds:

FY 2014

06-56-56-563510-61560000-046-500464

\$15,000.00

EXPLANATION

The i4see Assistant will support the Bureau of Data Management and the i4see (Initiative for School Empowerment and Excellence) data collection system to ensure that i4see data is complete and accurate. Schools must submit i4see data at the beginning of the year, periodically throughout the year and at the end of the year. This data is required to conduct the state assessment (NECAP), to complete federal and state reporting, and to produce many reports requested by the legislature and the public. Additionally, this data is combined with the state assessment and other national and local assessments to help teachers provide data driven instruction. The data submitted by schools must be verified to ensure it is complete and accurate. Support is required to help ensure that the data is complete and accurate, and to follow-up with schools and districts who have not completed the work or have data anomalies.

The Request for Proposal (RFP) was advertised in the Union Leader March 10, 2013 through March 12, 2013, and posted on the DOE website from March 8, 2013 to March 22, 2013. The RFP specifically stated that the Department was seeking individuals to fill a need in two distinct priority areas. Priority 1 requested applications for i4see assistants to ensure districts and schools are submitting the required data and that the data is accurate. Priority 2 requested applications for an i4see assistant to help analyze data in conjunction with state assessment data.

TDD Access: Relay NH 711

EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

May 14, 2013

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

The Department received one response for Priority 1 and one response for Priority 2. Department staff members who are knowledgeable about the services needed reviewed the RFP. The committee, which included Irene Koffink, Joe Pipinias and Gretchen Tetreault, recommended funding Anne Hartshorn for Priority 1. Anne Hartshorn has over 30 years of experience working with education data. Her experience is directly related to the requirements of the contract; data validation and working with schools and districts on data submissions for completeness and follow-up.

Anne has demonstrated success in these areas and her value to the department. In a prior contract with the department, from July 1, 2012 to June 30, 2013 Anne completed the data validations and had regular contact with schools and districts to assist with data submissions.

Respectfully submitted,

Virginja M. Barry, Ph.D.

Commissioner of Education

May 13,2013

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

Priority 1 - PROPOSAL REVIEW SCORE SHEET

Contractor	Rater #1	Rater #2	Rater #3	Combined Total	Score Averages
Anne Hartshorn	100	100	100	300	100

BUDGET

	Total Fixed Price	Hourly Rate	Hours
Anne Hartshorn	\$15,000.00	\$25.00	600

100 points

Abstract of Experiences (50)-The applicant is rated on the quality and relevance of previous work experience as presented on the resume as well as an evaluation of performance in previous contractual work for the agency.

Description of Services to be provided (35)-The applicant is rated on the ability to perform one of the priority requirements listed in the RFP as well as the hours and dates available to perform the required services.

Budget (15)-The applicant provides an itemized budget of cost per hour times the number of hours of contracted service to be rendered.



Subject:

Anne Hartshorn

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	1.2 State Agency Address				
Department of Education	101 Pleasant Street, Concord, NH 03301				
1.3 Contractor Name	1.4 Contractor Address				
Anne Hartshorn	7 Coolidge Ave, Concord NH 03301				
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation				
Number 603-225-3216 61560000-046-500464	June 30, 2014 \$15,000.00				
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number				
Virginia M. Barry, Ph.D., Commissioner	(603) 271-3142				
1.1/1 Contractor Signature	1.12 Name and Title of Contractor Signatory				
River Hartstoen	Anne Hartshorn				
1.13 Acknowledgement: State of County of Count					
Satricia J. Biller NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018 [Seal]					
1.13.2 Name and Title of Notary or Justice of the Peace					
Vatricia T. Butler, Notary Public					
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory				
Virgnia Dr. Barry	Virginia M. Barry, Ph.D., Commissioner				
1.16 Approva by the N.H. Department of Administration, Division of Personnel (if applicable)					
By: Director, On: 5-/6-/3					
1.17 Approval by the Accordey General (Form, Substance and Execution) By: On: 5/21/17					
1.18 Approval by the Governor and Executive Council					
Ву:	On:				

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

11. CONTRACTOR'S RELATION TO THE STATE. In

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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.



Contract: Anne Hartshorn

EXHIBIT A

SERVICES TO BE PROVIDED

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

- Monitor completion of i4see submissions.
- Monitor anomalies generated during submissions.
- Review Beginning of Year (BOY) and End of Year (EOY) reports to identify required followup.
- Contact schools/districts as needed to ensure the data submitted is accurate and provide any assistance to help users correct data errors.
- Assist in other ways as need with the Bureau of Data Management.

The i4see analyst may be expected to work or attend meetings at the NH Department of Education in Concord. Contractor should not anticipate compensation for travel to and from the Department of Education.



Contract: Anne Hartshorn

EXHIBIT B BUDGET

Budget (period ending June 30, 2014)

Account number: 06-56-56-563510-61560000-046-500464

Total Fixed Price:

\$15,000.00

Expense Category	Rate	Units	Total
Labor	\$25.00	600 hours	\$15,000.00

Limitation on Price:

This contract will not exceed \$15,000.00.

Method of Payment

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

Invoices will be submitted to:

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



Contract: Anne Hartshorn

EXHIBIT C

SPECIAL PROVISIONS

Authorize the waiver of Sections 14.1.1 – 14.3.

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

Contractor Initials Date

Anne (Quimby) Hartshorn 7 Coolidge Avenue Concord, NH 03301 (603) 225-3216

EDUCATION:

- Attended Concord public schools & graduated Concord High School
- Graduated University of New Hampshire B.A., Political Science & History
- Various post graduate courses including business and teaching (obtained NH certification in social studies, grades 7-12)

EXPERIENCE:

- TAX AUDITOR II, TAX AUDITOR I AND TAX FORMS EXAMINER, NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

Auditing complicated Business Profits Tax corporate returns including preparation of tax notices, refunds, transfers, etc.,
both manually and on the AS400 computer system (TIMS);
correspondence and telephone contacts to resolve areas in question;
researching statutes and department regulations relative to tax
matters; maintaining data base of all New Hampshire combined filers
(Rbase); screening returns for field audit; supervising/assisting
other auditors & examiners as needed.

- DISABILITY EXAMINER, NEW HAMPSHIRE DEPARTMENT OF EDUCATION

Evaluating social security disability claims by coordinating all medical, psychiatric and vocational information to determine eligibility for benefits. Including insuring compliance with all relevant laws and proper procedures; frequent contact with doctors, hospitals, social service agencies and individual claimants; approving expenditures related to the adjudicative process and preparation of the written explanation of decision.

- LIBRARY AIDE, CONCORD SCHOOL DISTRICT (part time)

Assisting students in the use of the school library and developing research skills. Instruction and discipline of students. Record keeping and typing as required.

- MANAGER, HERITAGE HEIGHTS RETIREMENT COMMUNITY

Coordinating all aspects of an independent living community of 120 older residents - including all budgeting and bill approval; collecting, processing and depositing all rent monies; supervising and directing all maintenance staff and compilation of data; handling complaints and ensuring follow through; publication of biweekly newsletter; meeting with various committees of residents and staff; interviewing prospective residents and maintaining waiting lists; and managing the Office as the only on-site administrative personnel.

Anne (Quimby) Hartshorn Page 2

- ADMINISTRATIVE ASSISTANT, HOPKINTON SCHOOL DISTRICT

Managing the school office. Payment & reconciliation of all expenditure accounts. Preparation of budget for two elementary schools. Substitute teaching in classrooms of students grades 3-6. Maintaining school registers and appropriate statistics. Variety of administrative functions at the direction of the Principal or during his absence.

- STATISTICAL ASSISTANT, NEW HAMPSHIRE SUPREME COURT and ADMINISTRATIVE SECRETARY/SUPERVISOR, NH JUDICIAL COUNCIL

Managing small office (Director only part time). Completing all payroll and processing of other bills, including reconciling agency's accounts & budgeting. Editing, correcting & preparing for payment all indigent defense bills received by the state. Computing salaries of all district court judges & clerks and notifying the respective Board of Selectmen. Collecting & publishing statistics on caseloads & financial data of all the state courts. Testifying before committees of the Legislature.

- STATISTICAL ASSISTANT, NEW HAMPSHIRE DEPARTMENT OF EDUCATION

Editing & correcting financial, budget & pupil reports for every school district in the state; publishing statistics compiled from the data. Computing various state aids for distribution. Assisting in supervision of two employees - assigning workload and making administrative decisions in the absence of supervisor.

REFERENCES:

- David C. Haller, Assistant Director, Audit Division, New Hampshire Department of Revenue Administration, PO Box 457, 61 South Spring Street, Concord, NH 03301 (603) 271-3400
- Peter Garre, former Audit Team Leader, Audit Division,
 New Hampshire Department of Revenue Administration,
 PO Box 270, New London, NH 03257, (603) 526-6069
- James M. Cassidy, Attorney, 41 Centre Street, Concord, NH 03301 (603) 225-6627

Addendum to resume: Anne Q. Hartshorn, 3/13/13

STATISTICIAN, NEW HAMPSHIRE DEPARTMENT OF EDUCATION - 1999-2011

Collection and review of various reports from the local school districts regarding: student enrollments and average daily memberships (public and private), model and adopted school district calendars, school board members, SAU/district data regarding class size, staffing, salary schedules, etc.

Assisted with any other responsibilities of the Bureau of Data Management – preparations for training sessions, publication of many documents and reports, communication with the public and various other tasks as required.

14SEE ANALYST, N. H. DEPARTMENT OF EDUCATION GRANT, 2012-13

Monitored completion of i4see/ESS submissions, BOY and EOY reports, and various other data collections to ensure accuracy and reliability. This involved statistics related to student enrollment and membership, school district calendars, staffing and salary information, etc. for all public and charter schools in the state.