

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 its contract renewal option with Rose Colby, Epping, NH (vendor code 150273), in an amount not to exceed \$40,000.00, originally approved by Governor and Council on August 5, 2014, (Item #74), effective July 1, 2015 through June 30, 2016 upon Governor and Council approval, to continue assisting the Department in providing technical assistance and professional learning opportunities on competency education best practices, as well as measures to assess those competencies and provide technical assistance to Title I Priority and Focus schools. **100% Federal Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Compensatory Education and Title IIA Professional Development:

	<u>FY16</u>
06-56-56-563010-32610000-102-500731 Contracts for Program Services	\$20,000.00
06-56-56-563010-21830000-102-500731 Contracts for Program Services	\$20,000.00

EXPLANATION

The Department of Education is requesting that this contract be approved **retroactive** to July 1, 2015. 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 would like to exercise its renewal option on a contract with Rose Colby to allow her to continue providing technical assistance to the Department. Her extensive experience and expertise in the field of Competency Education has been a true asset to the Department. She has developed strong relationships with the schools, districts, and professional organizations. She has more than met all expectations of the job, and the Department wants to continue to benefit from Ms. Colby's extensive knowledge, experience and leadership skills.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive, flowing style.

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

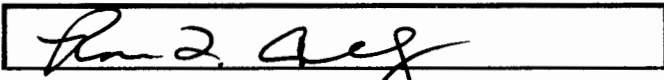
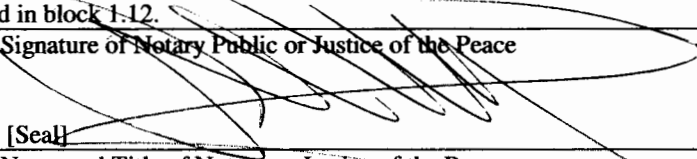

VMB:rm:tjf

Subject: New Hampshire 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 <u>NH Department of Education, Division of Educational Improvement</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Rose Colby</u>		1.4 Contractor Address <u>7 Blackford Lane, Epping, NH 03042</u>	
1.5 Contractor Phone Number <u>603-679-2823</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$40,000.00</u>
1.9 Contracting Officer for State Agency <u>Heather Gage, Director, Division of Educational Improvement</u>		1.10 State Agency Telephone Number <u>603-271-5992</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Rose Colby</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/17/15</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 <u>CAROL A. ANGOWSKI Notary Public</u> <u>My Commission Expires: 6/20/19</u> <u>CAROL A. Angowski</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Jellingham</u> Director, On: <u>7/29/15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>8/6/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

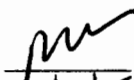
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event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

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

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

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

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

Contractor Initials 
Date 7/17/15

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.

Contractor Initials
Date 7/17/16

EXHIBIT A

SCOPE OF SERVICES

Rose Colby 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:

- Attend all monthly meetings of the Quality Performance Assessment (QPA) Policy Committee
- Collaborate with associates of the Center for Collaborative Education (CCE) and National Center for Assessment (NCA) in the development and delivery of the Quality Performance Assessment cohort sessions
- Review Performance Tasks for refinement and validation for the NH Performance Assessment Task Bank
- Provide support to the Commissioner's office in tasks and representation of NH in the Innovation Lab Network
- Provide onsite support to schools and districts in NH in the implementation and support for competency education as outlined in the 2014 Minimum Standards for Public School Approval
- Provide coaching support for PACE districts during 2015-16, while working in collaboration with NH Dept. of Ed, CCE, and NCA
- Represent the QPA network as part of the NH Network and collaborate with 2Revolutions in projects that support the NH Network
- Provide support for competency education in NH as requested by the Deputy Commissioner of Education

REPORTING

Ms. Colby 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.


Contractor
Initials


Date

EXHIBIT B

Budget

Budget (through June 30, 2016)

Professional services (\$600.00 per day) (approximately 66 days) not to exceed \$40,000.00	FY 16
06-56-56-563010-32610000-102-500731	\$20,000.00
06-56-56-563010-21830000-102-500731	\$20,000.00
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



Contractor
Initials

7/17/15

Date

EXHIBIT C

Authorize the Department of Education to modify the insurance section of the agreement; Section 14, 14.1, and 14.1.1 due to the nature of vendor tasks performed under the contract. Contractor will carry liability insurance in the amount of 1,000,000.00 for Each Claim and \$1,000,000.00 for Aggregate.

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



Contractor
Initials

7/17/15
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

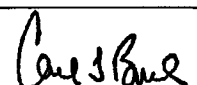
PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
INSURED Rose L. Colby, Education Consultant 7 Blackford Lane Epping NH 03042	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			[REDACTED]	01/29/2015	01/29/2016	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER N/A	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ROSE LAROCHELLE-COLBY

EPPING, NH 03042

Policy Number: 47332422

Underwritten by:
Progressive Universal Insurance Co
February 12, 2015
Policy Period: Apr 1, 2015 - Oct 1, 2015
Page 1 of 2

progressive.com

Online Service

Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 1, 2015 at 12:01 a.m. This policy expires on October 1, 2015 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9610D NH (05/06). The contract is modified by form Z357 (01/07).

Drivers and household residents

	Date of Birth	Gender	Marital Status
Rose Larochelle-Colby			
Additional Information:	Named Insured, rated		
Additional Information:	Named Insured, rated		
Additional Information:	Not rated		

Outline of coverage

2008 TOYOTA MATRIX 4 DOOR HATCHBACK

Garaging ZIP Code : 03042 Territory: 34

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$ 127
Bodily Injury Liability	\$ 250,000 each person/\$ 500,000 each accident		
Property Damage Liability	\$ 100,000 each accident		
Uninsured/Underinsured Motorist	\$ 250,000 each person/\$ 500,000 each accident		27
Medical Payments	\$ 5,000 each person		16
Comprehensive	Actual Cash Value	\$ 100	16
Collision	Actual Cash Value	\$ 100	113
Rental Reimbursement	up to \$ 30 each day/maximum 30 days		13
Roadside Assistance			4
Total premium for 2008 TOYOTA			\$316

Policy Number: {

Rose Larochelle-Coby

2010 TOYOTA RAV4 4 DOOR WAGON

Garaging ZIP Code : 03042 Territory: 34

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$115
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		22
Medical Payments	\$5,000 each person		12
Comprehensive	Actual Cash Value	\$100	24
Collision	Actual Cash Value	\$100	115
Rental Reimbursement	up to \$30 each day/maximum 30 days		13
Roadside Assistance			3
Total premium for 2010 TOYOTA			\$304
Total 6 month policy premium			\$620.00
Discount if paid in full			-98.00
Total 6 month policy premium if paid in full			\$522.00

Premium discounts

Policy

Multi-Policy, Home Owner, Multi-Car, Continuous Insurance: Diamond, Loyal Customer, Three-Year Safe Driving and Five-Year Accident Free

Company officers



Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2008	TOYOTA	MATRIX		TY	MA	44	XX
2010	TOYOTA	RAV4		TY	RV	5H	XX

Ms. Rose L. Colby
7 Blackford Lane
Epping, NH 03042
Telephone: 603-679-2823 (H);

EDUCATION

Bachelor of Arts in Science. Emmanuel College. Boston, Ma. Major: Biology, Minor: Chemistry/Physics

Master of Science. Rivier College, Nashua, NH. Major: Biology

Advanced Graduate Studies, Administration Certification program, Rivier College, Nashua, NH.

PROFESSIONAL EXPERIENCE

Current:

- Consultant to NH Department of Education in Quality Performance Assessment state-wide project and Innovation Lab Network (CCSSO), 2012-4
- Keynote speaker, Iowa ASCD on Competency Education: Dream, Design, Deliver
- CompetencyWorks national advisory Board and contributing author, 2012-3
- National Governor's Association's Competency Education initiative, contributing consultant in Kentucky, Iowa, Pennsylvania, and New Hampshire, 2012-3
- Author of "Off The Clock: Moving Education from Time to Competency." Corwin Press. Publication in March, 2012
- Competency-Based Learning Pathway designer, 2 Revolutions Fellow
- Competency Based Learning and Assessment Specialist providing consultation support to school and district leaders and teachers nationally
- Education Consultant providing school districts and professional development organizations with comprehensive high quality professional development support for teachers and administrators in the areas of standards-based grade reform, high quality assessment systems, differentiated instruction, coaching of administrators in walk-through observation and teacher evaluation, curriculum specialist with expertise in Understanding by Design curriculum framework
- Education Consultant , Nellie Mae Education Foundation, Supporting Student Success Project which supports development of competency based learning models, design of high school competencies to the Common Core Standards, and supporting the Next Generation Learning Project in New Hampshire 2007-10
C.A.C.E.S. Professional Development Center Project Director for the Nellie Mae Foundation Project: N.H. High School Redesign project Supporting Student Success through Extended Learning Opportunities 2006-2010: N.H. High School Competencies Project Director, C.A.C.E.S. Professional Development Center
2006-7: N.H.Dept. of Education evaluator for Highly Qualified Teacher assurance reviews

for educators not working in a district covered by a master plan

March 2006-8. New England League of Middle Schools, Administrator in Residence: providing onsite consultation on middle level topics in urban, suburban, and rural school settings; trainer for Breaking Ranks in the Middle; presenter at regional conferences on differentiated instruction, the change process, supervision and evaluation for differentiated instruction and supervising marginal teachers.

July 2002-June 2003. N.H. Principal in Residence, N.H. School Administrators Leading with Technology Project funded by the Bill and Melinda Gates Foundation, Best Schools Initiative and N.H. School Improvement Program. This residency, during a sabbatical leave, supported the work of 86 principals and superintendents who participated in a unique professional development program exploring a standards-in-practice leadership project that advanced student learning; attended the National Gates Foundation Convening, Phoenix, AZ, the Principal's Leadership Network Conference, Mystic, Ct.; and was member of a team from the N.H. Department of Education attending the C.P.R.E. Compensation Systems Conference in Chicago, IL.

March 1996-2006. Principal, Mountain View Middle School, Goffstown, NH. (1997 and 2001 N.H. Dept. of Education School of Excellence Award Winner)

1991-March 1996. Assistant Principal, Mountain View Middle School. Goffstown, NH.

1989-91. Assistant Principal, Goffstown Area High School.

1982-89. Science Department Chairperson Goffstown Area High School, Grades 7-12.

1973-1989. Goffstown Area High School. Biology and Chemistry teacher.

LEADERSHIP ACTIVITIES

2006. NHASP Principal's Academy Planner and Facilitator.

2006-2008. Member of the NASSP National Middle Level Leadership Task Force.

Member of the Task Force of the NH Dept. of Education Minimum Standards Reform Project

N.H. Dept. of Education, Professional Standards Board member 2000-2006. Chairperson of the Principal Standards subcommittee of the Board; Professional Development and Curriculum Coordinator/Department Head Sub-Committees member

2003. President. New Hampshire Association of School Principals 2001-2. Project Coordinator. Principals' Project. Best School Leadership Institute Grant. 2002-3.

Member of the N.H. Higher Education Forum Compensation Systems Task Force.

POST SECONDARY TEACHING EXPERIENCE

2000-present. Plymouth State University. Adjunct Professor in Educational Administration Program. Courses include: Differentiated Instruction, Supervision and Evaluation, Leadership in Curriculum Development and Assessment

1997-99. Notre Dame College. Adjunct Professor in Middle Level Education.

PRESENTATIONS/WORKSHOPS

National Presentations on Learning Styles for National Association of Biology Teachers and National Science Teachers Association.

National Presentation on Leadership and Technology for National Association of Secondary School Principals

Regional Presentations for New England League of Middle Schools on Differentiated Instruction

Presentations on Standards Based Grade Reform, Competency Based Learning, and Millennial Learners.

Presentations for the N.H. Association of School Principals on H.Q.T., N.W.E.A. Assessment and various leadership topics.

Extensive statewide full and half day presentations on differentiated instruction and differentiated instruction for school leaders

National Presentations on school safety as part of the Laboratory Safety Institute, Curry College, Dr. James Kaufman, Director

Motivational speaker on differentiated instruction and digital learning

Presentations on school safety program planning

AWARDS

Nominated for Distinguished Graduate Division Teacher. Plymouth State College.
2001

Chosen by Manchester Magazine as one of the area's Best Teachers, Sept. 1988.

Nominated for Presidential Award Nominee for Excellence in Science Teaching 1983 and 1985.

CERTIFICATION

New Hampshire certification: Principal and Biological Sciences expires June 2015.

COMMUNITY ENGAGEMENT

2009 to present. Grants Manager. Friends of Big Island Pond

2008-2011. Elected member of the Town of Epping Budget Committee

2008. Chairperson of the Big Island Pond Milfoil Management Committee of the Big Island Pond Corporation

CV 74



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

July 14, 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 Rose Colby, Epping, NH (vendor code 150273), 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 competency education best practices, as well as measures to assess those competencies and in providing technical assistance to Title I Priority and Focus schools. 100% Federal Funds

Funding is available in the accounts entitled Compensatory Education and Title II Prof Develop as follows:

	<u>FY15</u>
06-56-56-563010-32610000-102-509073 Contracts for Program Svcs.	\$30,000.00
06-56-56-563010-21830000-102-500731 Contracts	\$10,000.00

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.

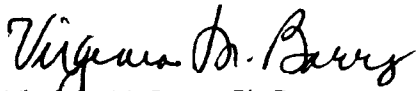
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 14, 2014
Page Two

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 Rose Colby to assist the Department in providing technical assistance and professional learning opportunities on competency education best practices, as well as measures to assess those competencies. In addition, she will assist educators and leaders with instructional strategies, including but not limited to personalized instruction and project-based learning; assist in the organization and on-going development of the New Hampshire Network for Competencies and Quality Performance Assessments; 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

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

Subject:

New Hampshire Department of Education Liaison

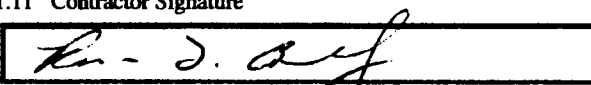
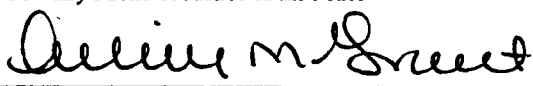
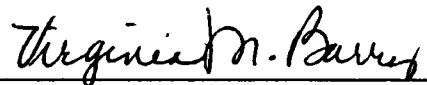
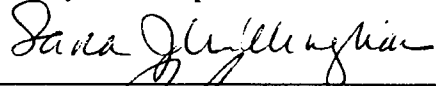
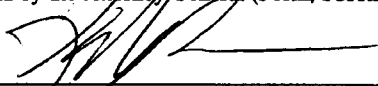
FORM NUMBER P-37 (version 1/09)

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 Rose Colby		1.4 Contractor Address 7 Blackford Lane, Epping, NH 03042	
1.5 Contractor Phone Number 603-679-2823	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 Rose Colby	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/2/14</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 ARLINE M. GRANT Notary Public - New Hampshire My Commission Expires October 26, 2016			
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: 7/17/14			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 7/18/14			
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 
Date 7/2/14

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

Contractor Initials *MM*
Date *7/2/14*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

Rose Colby 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:

- Attend all monthly meetings of the Quality Performance Assessment (QPA) Policy Committee
- Collaborate with associates of the Center for Collaborative Education (CCE) and National Center for Assessment (NCA) in the development and delivery of the Quality Performance Assessment cohort sessions
- Review Performance Tasks for refinement and validation for the NH Performance Assessment Task Bank
- Provide support to the Commissioner's office in tasks and representation of NH in the Innovation Lab Network
- Provide onsite support to schools and districts in NH in the implementation and support for competency education as outlined in the 2014 Minimum Standards for Public School Approval
- Provide coaching support for PACE districts during 2014-15, while working in collaboration with NH Dept. of Ed, CCE, and NCA
- Represent the QPA network as part of the NH Network and collaborate with 2Revolutions in projects that support the NH Network
- Provide support for competency education in NH as requested by the Deputy Commissioner of Education

REPORTING

Ms. Colby 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.



Contractor
Initials



Date

EXHIBIT B

Budget

Budget (through June 30, 2015)


Professional services (\$600.00 per day) not to exceed \$40,000.00	FY 15
06-56-56-563010-32610000-102-509073	\$30,000.00
06-56-56-563010-21830000-102-500731	\$10,000.00
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



Contractor
Initials



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 Progressive Insurance Company's Policy.

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



Contractor
Initials



Date

PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631

PROGRESSIVE
DIRECT

ROSE LAROCHELLECOLBY
[REDACTED]
7 BLACKFORD LN
EPPING, NH 03042

Policy Number: [REDACTED]
Underwritten by:
Progressive Universal Insurance Co
February 18, 2014
Policy Period: Apr 1, 2014 - Oct 1, 2014
Page 1 of 2

progressive.com
Online Service
Make payments, check billing activity, update
policy information or check status of a claim.

1-800-776-4737
For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 1, 2014 at 12:01 a.m. This policy expires on October 1, 2014 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9610D NH (05/06). The contract is modified by form Z357 (01/07).

Drivers and household residents

	Date of Birth	Gender	Marital Status
ROSE LAROCHELLECOLBY	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	Named insured, rated		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	Named insured, rated		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information:	not rated		

Outline of coverage

2008 Toyota Matrix
VIN: [REDACTED]
Garaging ZIP Code : 03042 Territory: 34
Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$117
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		36
Medical Payments	\$5,000 each person		20
Comprehensive	Actual Cash Value	\$100	15
Collision	Actual Cash Value	\$100	118
Rental Reimbursement	up to \$30 each day/maximum 30 days		12
Roadside Assistance			4
Total premium for 2008 Toyota			\$322



2010 Toyota Rav4

VIN: [REDACTED]

Garaging ZIP Code : 03042 Territory: 34

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$110
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured/Underinsured Motorist	\$250,000 each person/\$500,000 each accident		22
Medical Payments	\$5,000 each person		12
Comprehensive	Actual Cash Value	\$100	28
Collision	Actual Cash Value	\$100	124
Rental Reimbursement	up to \$30 each day/maximum 30 days		13
Roadside Assistance			3
Total premium for 2010 Toyota			\$312
Total 6 month policy premium			\$634.00
Discount if paid in full			-103.00
Total 6 month policy premium if paid in full			\$531.00

Premium discounts

Policy

[REDACTED]

Multi-Policy, Home Owner, Loyal Customer, Three-Year Safe Driving, Five-Year Accident Free, Multi-Car and Continuous Insurance: Diamond

Company officers



Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2008	Toyota	Matrix	[REDACTED]	TY	MA	44	XX
2010	Toyota	Rav4	[REDACTED]	TY	RV	5H	XX