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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 7, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Education, Division of Instruction to renew the contract with KAL Consulting, Dover, NH (vendor code 215958), previously approved by Governor and Council on November 14, 2012, Item #134, to provide improvement support and technical assistance to New Hampshire schools and districts as part of the Statewide System of Support to improve student achievement. This contract will be in effect upon Governor and Council approval for the period beginning July 1, 2013 through June 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$50,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

	<u>FY14</u>
06-56-56-563010-32610000-072-509073 Department of Education, Title I-A 10003(a)	\$48,000.00
06-56-56-563010-21830000-102-500731 Department of Education, Title II-A Redistribution Fund	\$ 2,000.00

EXPLANATION

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 7, 2013  
Page Two

The Department of Education would like to renew the contract with Karen Laba, sole proprietor of KAL Consulting, in order to allow her to continue her work, with intensified supports to be provided to the persistently lowest achieving (PLA) schools. Her in depth knowledge of the "Steps to Success" Statewide System of Support self-assessment tool and interpersonal skills have been invaluable to both the Department and the schools and districts with whom she has worked. She has demonstrated she can do the job very well, and we would be pleased to be able to continue this contract.

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Virginia M. Barry".

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

VMB:dc:emr

Subject:

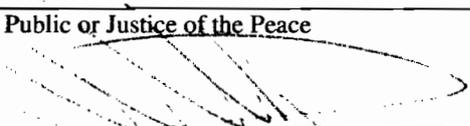
Improvement Support & Technical Assistance to Local Districts and Schools

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education, Bureau of Integrated Programs		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Karen Laba, Ph.D., d/b/a KAL Consulting		1.4 Contractor Address 519 Tolend Road, Dover, NH 03820	
1.5 Contractor Phone Number 603-743-5129	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Deborah Connell, Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-3769	
1.11 Contractor Signature <i>Karen A. Laba</i>		1.12 Name and Title of Contractor Signatory Karen Laba, Ph.D.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/16/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Carol A. Angove</i> CAROL A. ANGOVE Notary Commission Expires <u>5/6/14</u>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		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: <i>Karen [Signature]</i> Director, On: <u>5-16-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5/21/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

**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 *kal*  
Date 5/7/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

## EXHIBIT A

### SCOPE OF SERVICES

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

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

### REPORTING

Dr. Laba, the sole proprietor of KAL Consulting, will provide the Bureau of Integrated Programs reports that detail the technical assistance activities provided and the data documenting the results of these activities.

One, or more, of the following reports may be required by the Bureau Administrator:

- Preliminary Report: report detailing the initial status of the district or school to whom the technical assistance is being provided and nature of the contact;
- Progress Reports: reports detailing the progress and current status of the district or school to whom technical assistance is being provided, including specific details of support provided; and
- Final Report: report detailing the status of the district or school upon completion of the technical assistance/support activities.

  
Contractor  
Initials

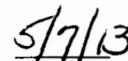
  
Date

EXHIBIT B

Budget

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

Professional services (\$65.00 per hour) not to exceed	\$50,000.00
06-56-56-563010-21830000-102-500731	\$ 2,000.00
06-56-56-563010-32610000-072-509073	\$48,000.00
Total	\$50,000.00

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

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

kal  
Contractor  
Initials

5/7/13  
Date

EXHIBIT C

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

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached Amica Mutual Insurance Company's Policy Number 940228-21FN.

kal  
Contractor  
Initials

5/7/13  
Date

**CERTIFICATE OF AUTHORITY**

(Sole Proprietor)

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 7<sup>th</sup> day of May, 2013.

Karen A. Laba  
Sole Owner

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 7 day of MAY, 2013, before me, KAREN A. LABA the undersigned Officer, personally appeared, Karen Laba who acknowledged herself to be the Sole Owner of KAL Consulting a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Sole Owner.

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

[Signature]  
Notary Public/Justice of the Peace  
CAROL A. ANDREWS  
Notary Public  
My Commission Expires: 6/6/14

My Commission expires:

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KAL Consulting is a New Hampshire trade name registered on August 17, 2010 and that Karen A. Laba presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of May, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Karen A. Laba, Ph.D.**

Dover, NH 03820

603 969-0988

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| <b>Demonstrated Competencies</b> | <ul style="list-style-type: none"> <li>• Project design, development, management and evaluation</li> <li>• Professional development / training in data analysis, quality review protocols, strategic planning</li> <li>• Facilitation of small and large task-focused groups</li> <li>• Deep knowledge of current reform efforts in K-12 education, particularly the federal initiatives in support of struggling schools</li> <li>• Extensive experience and expertise in qualitative and quantitative school evaluation and analysis, including governance, leadership, curriculum, and instruction</li> </ul> |
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|---|--|
| <b>Employment History and Accomplishments</b> | <p><b>KAL Consulting, Dover, NH</b> <span style="float: right;"><b>2010 - present</b></span></p> <p><b>Founder and Principal Consultant</b> -- Selected recent contracts</p> <ul style="list-style-type: none"> <li>• <b>New Hampshire Department of Education</b> <ul style="list-style-type: none"> <li>▪ Develop, refine NH State System of Support for schools and districts</li> <li>▪ Technical assistance and differentiated support for 35 SINI 4 and SINI 5, 6 schools using Steps to Success (Indistar) for improvement planning and implementation monitoring</li> <li>▪ Collaborate with DOE School Improvement staff to plan transition to online tool for all SINI schools</li> <li>▪ Technical support, assistance, documentation for NH Accountability Task Force, and the SB180 Commissioner’s Task Force to Develop a Performance Based Accountability System.</li> </ul> </li> <li>• <b>Vermont Department of Education</b> <ul style="list-style-type: none"> <li>▪ Guide the development and launch of Green Mountain Star for VT schools</li> <li>▪ Design, develop and conduct training for Green Mountain Star (Indistar) users and coaches</li> <li>▪ Manage and facilitate VT ESEA Waiver webinars for statewide stakeholders</li> <li>▪ Design and deliver training for coaches for SIG schools</li> <li>▪ Design, conduct training and ongoing support for 20 coaches serving “focus” schools</li> <li>▪ Collaborate with DOE staff to develop and produce key school improvement handbooks – VT Handbook for LEAs with Schools in Restructuring (February 2011); and VT Handbook for Schools in Year 1 Improvement (April 2011)</li> <li>▪ Design develop and deliver training and ongoing support for school improvement coaches</li> </ul> </li> <li>• <b>Academic Development Institute</b>, host of the Center on Innovation and Improvement (<a href="http://www.centerii.org">www.centerii.org</a>) <ul style="list-style-type: none"> <li>▪ Training for 200 coaches working with the Illinois State Board of Education (ISBE), March 2011, August 2011</li> <li>▪ Author, Coaching for School Improvement guide (2010)</li> <li>▪ Disseminate the guide to coaching supervisors and regional comprehensive center staff</li> </ul> </li> <li>• <b>New York State Education Department, Charter School Office</b> <ul style="list-style-type: none"> <li>▪ Team member and report writer, charter renewal visits</li> <li>▪ Review and evaluate charter school applications</li> <li>▪ Research and write descriptive articles about successful practices for nominated charter schools</li> </ul> </li> <li>• <b>Bureau of Indian Education</b> <ul style="list-style-type: none"> <li>▪ Train BIE coaches using Native Star (Indistar)</li> </ul> </li> <li>• <b>Informed Educators Consulting Group</b> <ul style="list-style-type: none"> <li>▪ On site data-based curriculum planning for K-12 staff</li> </ul> </li> </ul> |
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<b>Selected Reports, Tools and Presentations</b>	<p>Coaching for School Improvement blog  <a href="http://coachingforschoolimprovement.blogspot.com/">http://coachingforschoolimprovement.blogspot.com/</a></p> <p>“Coaching as a Tool for School Improvement”          Panel presentation at USED Eastern SIG Conference, Washington, DC          Session presenter with VT DOE – SEA role in supporting coaches</p> <p>“SEA Role in Supporting Coaches”          Web presentation for the Academy of Pacesetting States, Center on Innovation &amp; Improvement</p> <p>“Keeping Many Hands from Spoiling the Broth”          Learning Forward (formerly NSDC) Annual Conference, Atlanta, GA</p> <p>Trainings for Regional Comprehensive Center staff upon release of <i>Coaching for School Improvement: A Guide for Coaches and Their Supervisors</i>, Center on Innovation &amp; Improvement, Lincoln, IL</p> <p>“The New Hampshire Charter School Accountability Process”          “Guidelines for Accountability Plans for New Hampshire Charter Schools”          “Mining data in search of the gems” – Lowell Public Schools Leadership Academy, August, 2004</p> <p>“Classroom Observation: What counts as effective teaching?” – SchoolWorks Academy, August, 2004</p> <p>Reports for the SUNY Charter Schools Institute Third Year Inspection Project          *available for review at <a href="http://www.newyorkcharters.org/">http://www.newyorkcharters.org/</a></p> <p>Reports for the MA DOE School Accountability and Targeted Assistance Project          *available for review at <a href="http://www.doe.mass.edu/sda/">http://www.doe.mass.edu/sda/</a></p>
<b>Additional Activities</b>	<p>Learning Forward –NH (formerly NSDC) – Board of Directors          Learning Forward 2012 Boston National Conference Host Committee          Dover, NH Chamber of Commerce Leadership Development Series</p> <hr/> <p>Previously:          Merrimack, NH, Town Budget Committee          Merrimack High School NEASC School and Community Profile Committee, parent representative          New Hampshire Science Teachers Association, Board of Directors          NH Statewide Action Team, The Eisenhower Regional Alliance          Science Consultant, NH IMPACT Center at Plymouth State College          FOSS science Curriculum Implementation Specialist          Consultant in curriculum alignment, Timberlane Regional Schools          Program Development, FIRST Lego® League          Created student and teacher materials for the pilot of FIRST Lego® League, middle school robotics design program; train pilot teachers, revise program for international launch in Spring, 1999.</p>
<b>Affiliations</b>	<p>American Educational Research Association          Association for Supervision and Curriculum Development          Learning Forward (formerly National Staff Development Council)</p>
<b>References</b>	<p>Upon Request</p>

# Amica Mutual Insurance Company

Lincoln, Rhode Island

## DECLARATIONS

## PERSONAL AUTO POLICY NO.

### NAMED INSURED AND ADDRESS

### POLICY PERIOD: 12:01 A.M., STANDARD TIME

KAREN A. LABA

From: FEBRUARY 17, 2013

To: FEBRUARY 17, 2014

DOVER NH 03820

Auto No.	DESCRIPTION OF AUTO(S) OR TRAILER(S)	LOSS RATE
1	TOYOTA CAMRY USE: AVERAGE DAILY MILEAGE	
2	JEEP USE: AVERAGE DAILY MILEAGE	

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated on the coverage pages.

### SAFE DRIVER RATES APPLY.

### RATES ARE BASED ON THE FOLLOWING HOUSEHOLD DRIVERS

DRIVER NO.	DRIVER NAME
1	
2	KAREN A. LABA
3	
4	
5	
6	

FOR INFORMATION ONLY  
G & C Letter # \_\_\_\_\_  
G & C Date 11-14-12  
APPROVED: \_\_\_\_\_  
Page # \_\_\_\_\_  
Item # 134



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 603-271-1963  
Citizens Services Line 1-800-339-9900

September 17, 2012

His Excellency Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education, Division of Instruction to contract with KAL Consulting, Dover, NH (vendor code 215958, to provide improvement support and technical assistance to New Hampshire schools and districts as part of the Statewide System of Support to improve student achievement. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$43,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

06-56-56-563010-21830000-102-500731	FY13
Department of Education, Title II-A State Activities	\$3,000.00
06-56-56-563010-32610000-072-509073	
Department of Education, Title I-A 10003(a)	\$40,000.00

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

EXPLANATION

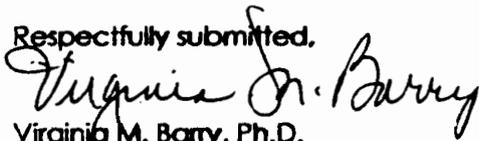
A Request for Proposals (RFP) was developed and posted on the Department of Education website from July 23 to August 1, 2012. The RFP was also advertised in the Manchester Union Leader with an application deadline of July 31, 2012. The department was seeking an individual or entity with specific expertise and experience to work with districts and schools in New Hampshire as a part of the Statewide System of Support to improve student achievement. The New Hampshire Department of Education is mandated, under the Elementary and Secondary Education Act, Title I, Part A, to provide support and technical assistance to schools and districts that are in need of improvement.

His Excellency Governor John H. Lynch  
and the Honorable Council  
September 17, 2012  
Page Two

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

One proposal was submitted and reviewed by the NH DOE School Improvement Team. The SIG team members include the Bureau Administrator for the Bureau of Integrated Programs, the NH State Title I Director and the Title I School Improvement Coordinator. The applicant was interviewed and at the conclusion of the interview, the candidate was highly recommended. Karen Laba, sole proprietor of KAL Consulting, has a Ph.D. in Education from the University of New Hampshire, Durham, NH. She has conducted numerous trainings in the NH "Steps to Success" Statewide System of Support self-assessment tool and has served as a support to both the NH Accountability Task Force and recently to the Department's SB 180 Task Force.

The Department of Education would like to contract with Karen Laba in order to allow her to continue her work. Her in depth knowledge and experience in the field has been a true asset to both the Department and the schools and districts with whom she has worked.

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

VMB:dc:emr

Subject:

Improvement Support & Technical Assistance to Local Districts and Schools

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, Bureau of Integrated Programs		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Karen Laba, Ph.D., d/b/a KAL Consulting		1.4 Contractor Address 519 Tolend Road, Dover, NH 03820	
1.5 Contractor Phone Number 603-743-5129	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$43,000.00
1.9 Contracting Officer for State Agency Deborah Connell, Administrator, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-3769	
1.11 Contractor Signature <i>Karen Laba d/b/a KAL Consulting</i>		1.12 Name and Title of Contractor Signatory Karen Laba, Ph.D.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/17/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Diane Burbank</i>		DIANE BURBANK, Notary Public My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Diane Burbank</u>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		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: <i>Kenneth D. Hult</i> Director, On: <u>10/2/12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>10/8/12</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

**7. PERSONNEL.**

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

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

September 17, 2012

His Excellency Governor John H. Lynch  
and the Honorable Council  
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Concord, New Hampshire 03301

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EXPLANATION

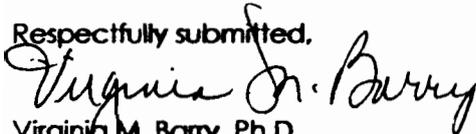
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Commissioner of Education

VMB:dc:emr

Subject:

Improvement Support & Technical Assistance to Local Districts and Schools

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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1.13.1 Signature of <del>Notary Public</del> or Justice of the Peace <i>[Seal] Diane Burbank</i>		DIANE BURBANK, Notary Public My Commission Expires February 2, 2016	
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