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



Paul Leather
Deputy Commissioner of Education
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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

March 20, 2013

100% Federal Funds

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

REQUESTED ACTION

Authorize the Department of Education to secure the services of Ann Mordecai, Portsmouth, New Hampshire (Vendor code 230646) to provide support and training to school and district educators on the use of data analysis tools and resources made available to them by the Department. The total amount not to exceed \$95,000 upon Governor and Council approval for the period effective from July 1, 2013 through June 30, 2015, pending legislative approval of the next biennium budget.

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

Account number and amount	FY 2014	FY 2015
06-56-56-563510-61560000-046-500464	\$47,500	\$47,500

EXPLANATION

In 2007, the Department contracted with SunGard/Performance PLUS (formerly Performance Pathways) to implement their Performance Tracker, Assessment Builder and Tech Paths software. This software is available to all educators and enables districts and schools to analyze state and local assessment data in conjunction with student demographics, enrollment and academic data. Schools can also develop and administer local assessments as well as import data from national assessments they conduct locally.

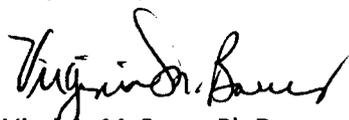
In 2012, the Department received a three year SLDS grant with three major initiatives: 1) develop tools to help schools evaluate effective educators, 2) develop tools to allow a variety of stakeholders access to individual and/or aggregate student data to improve student education and 3) develop tools as part of an early warning system and college readiness system to help ensure students are successful in K-12

schools and prepared for college. Training is a major component of all three grant initiatives. The SLDS Grant provides the funding for the PerformancePlus tool and also provides funds for training.

Ann Mordecai has experience with the PerformancePlus tool, specifically Assessment Builder, and will be working with schools and districts across the state to develop local assessments in Assessment Builder and using the data analysis tools of PerformancePlus.

An advertisement was placed in the *Union Leader* on February 7, 8 and 10 and posted on the Department website from February 6, 2013 through March 4, 2013. The Department received 9 responses to the RFP. Department staff members Irene Koffink, Virginia Clifford, and Michael Schwartz, who are knowledgeable about the services needed, scored the proposal and interviewed the top candidates. The Department plans to contract with 5 individuals. Ann Mordecai scored 5th out of the total of 9 applicants.

Respectfully submitted,



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

PROPOSAL REVIEW SCORE SHEET

Name	Score 1	Score 2	Score 3	Total Average
Cynthia Currier	98	99	100	99
Karen Matso	93	97	92	94
Donna Beauregard	85	95	97	92
Karen Laba	83	90	85	86
Ann Mordecai	83	82	92	86
James McCann	75	74	75	75
Michell Johnson	63	78	80	74
Maryanne Murach	64	70	80	71
Susan Jamback	69	72	82	74

100 points

- a. (zero to 50 points) a concise abstract of the candidate’s experiences that explain the background brought to the role of Trainer;
- b. (zero to 35 points) a description of the services to be provided; and
- c. (zero to 15 points) an itemized budget of cost per hour times the number of hours of contracted service to be provided.

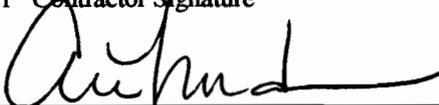
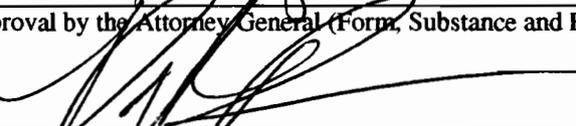
Subject: _____

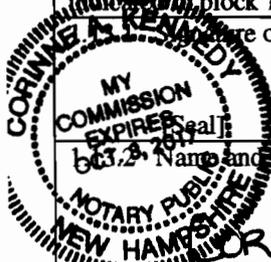
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Ann Mordecai		1.4 Contractor Address 26 Sewall Road Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-433-8771	1.6 Account Number 563510-6156000-500464	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$95,000.00
1.9 Contracting Officer for State Agency Dr. Virginia M. Barry		1.10 State Agency Telephone Number 603-271-3142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ann Mordecai	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>4/12/2013</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 <u>individual</u> in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary Public or Justice of the Peace <u>CORINNE KENNEDY TD Bank Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Dr. Virginia M. Barry, Commissioner Department of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Hillyman</u> Deputy Director, On: <u>4-22-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/24/13</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

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

Beginning with Governor and Council approval through June 30, 2015, Ann Mordecai will assist the Department in providing training to schools and districts. Training and Support will include:

- On-line, phone and in-person training, both small groups and large groups.
- Training and assistance with PerformancePLUS tools to add new assessment data and analyze assessment data.
- Training and assistance with other data tools.
- Training on the NH Network.
- Training on data used for evaluation.
- Identification of additional data and assessments that can be used for evaluations.
- Creation of online training tools.
- Tracking of training and support activities.
- Independent leadership to solicit training opportunities.
- Work with Professional Development centers to deliver regional learning opportunities and build skills and support within these centers.
- Collaboration with Department staff and schools to create a partnership to embrace evaluation and support for effective educators.
- Assist in other ways as needed with the SLDS teams.

The trainer(s) may be expected to work or attend meetings at the NH Department of Education in Concord.

COM 4/12/13

EXHIBIT B

Program Facilitation

\$57 per hour for approximately 16 hours per week.

Limitation on Price:

FY 2014	FY 2015
\$47,500	\$47,500

The total amount not to exceed \$95,000 upon Governor and Council approval for the period effective from July 1, 2013 through June 30, 2015, pending legislative approval of the next biennium budget. Funds will come from the following account:

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

Ann Mordecai has experience with the PerformancePlus tool, specifically Assessment Builder, and will be working with schools and districts across the state to develop local assessments in Assessment Builder and using the data analysis tools of PerformancePlus.

Method of Payment:

Payment to be made on the basis of bi-weekly or monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract as stated in Exhibit A. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

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

RAM 4-12-2013

EXHIBIT C

Authorize waiver of the insurance provision 14.1.1-14.3.

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

QAM 412-2013

Ann Mordecai
26 Sewall Road
Portsmouth, NH 03801

Teaching and Education Related Positions

Elementary School Math Specialist / Curriculum Coordinator	2009-present
Middle School Math Intervention teacher (grant funded position)	2009-2010
Special Education Teacher, long-term substitute	2009
Alternative Assessment Portfolio Consultant	2007-2008
Substitute Elementary Teacher	2004-2006
7 th -grade Math Teacher, long-term substitute	2003
Peer Mediation Coordinator- Middle School	2002-2004

All positions above were held at Portsmouth, NH Schools

Math tutor

Adit Educational Services

Various ages, levels and special needs

Chase Home for Children, Portsmouth, NH

Portsmouth Student Services

Portsmouth Alternative School, NH

Portsmouth High School, NH

High School Math Teacher

Kearsarge Regional High School, Sutton NH

Adult Training Experience

Computer Relief - York, ME

Liberty Mutual – Portsmouth, NH

The Travelers Insurance Company - Hartford, CT

Software Engineer

Liberty Mutual Insurance Company – Portsmouth, NH

University of New Hampshire - Durham, NH

Keane Consulting Group, Inc. – Boston, MA

Computer Task Group, Consulting – Syracuse, NY

The Travelers Insurance Company - Hartford, CT

Other Experience

NH-DOE Elementary Math Specialist Committee Member

Ski Instructor – New England Handicapped Sports Association

Board of Directors of Family Services Association of the Seacoast

Education Director for the Seacoast Martin Luther King, Jr. Coalition

Family Mediator Volunteer at the Community Diversion Program

Liberty Mutual's Toastmaster Group, founding member, former president

Board of Directors for Leadership Seacoast

Chair of Marketing and Public Relations for Leadership Seacoast

Education and Certification

Certification

NH K-8 Teacher

NH General Special Education

NH Math 5-8

Masters in Education

Plymouth State University

Linda Mood Bell –LIPS

Exeter Speech and Language

Certified Family Mediator

Comm. Diversion Program

Project Mgmt. Cert.

Boston University

BA – Education

University of Massachusetts

AA – Education

Green Mountain College

