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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 14, 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 Philip (Randy) Bell, Bedford, NH (vendor code 227928), previously approved by Governor and Council on October 3, 2012, Item #57A, to provide technical assistance to New Hampshire schools and districts regarding State priorities: curriculum, instruction and assessment; school improvement; and innovation. 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 \$40,000.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

	<u>FY14</u>
06-56-56-563010-32610000-102-500731 Department of Education, Title I-A 10003(a)	\$30,000.00
06-56-56-563010-21830000-102-500731 Department of Education, Title II-A Redistribution Fund	\$10,000.00

EXPLANATION

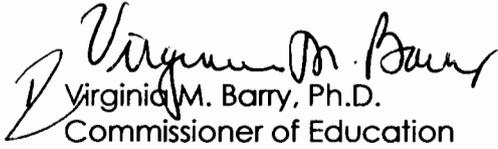
The New Hampshire Department of Education is mandated, under the Elementary and Secondary Education Act, Title I, Part A, to provide support and technical assistance to schools and districts that are in need of improvement. The use of liaisons aids the Department in providing the necessary activities designed to support school improvement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 14, 2013
Page Two

The Department of Education would like to renew the contract with Philip (Randy) Bell in order to allow him to continue providing technical assistance to the North Country Region of the state. His extensive background and expertise in the field of education has enabled him to successfully work with the schools and districts within his region. He has demonstrated he can do the job extremely 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,


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

VMB:dc:emr

Subject:

Regional Liaison - North Country Region

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 Philip (Randy) Bell		1.4 Contractor Address 4 Cabot Lane, Bedford, NH 03110	
1.5 Contractor Phone Number 603-848-8305	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$40,000.00
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>Philip Bell</i>		1.12 Name and Title of Contractor Signatory Philip (Randy) Bell	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>5/13/13</i> , 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 <i>Patricia T. Butler</i> [Seal]		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Patricia T. Butler, Notary Public</i>			
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 D. Hunt</i> Director, On: <i>5-17-13</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <i>5/21/13</i>			
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-e 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 PBB
Date 5/13/13

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

SCOPE OF SERVICES

Philip (Randy) 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:

- Assist the Bureau with activities designed to support school improvement, to include training and coaching for Title I-A Schools in Need of Improvement using the *Steps to Success* on-line self-assessment tool and provide technical assistance and professional development based on identified needs;
- Design, schedule and implement presentations designed for Title II-A school district personnel and partners based on self-assessments and identified needs as applicable;
- Assist the Bureau with activities designed to advance knowledge of the common core; college and career ready standards and assessment in the field;
- Assist the Bureau with activities designed to support the development of competencies, student learning objectives and competency-based assessments;
- Provide technical assistance to school districts regarding data analysis and utilization of data for instruction and program improvement purposes;
- Provide leadership to advance innovation in instruction and assessment;
- Provide leadership to advance the formation of regional school improvement networks;
- Provide technical assistance to districts regarding policies and procedures that meet federal and/or state guidelines;
- Participate in Bureau meetings periodically to share information as required; and
- Attend other assigned meetings that support the New Hampshire Department of Education initiatives.

REPORTING

Mr. Bell 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 needs assessment results and the initial status of the party to whom the technical assistance is being provided;
- Progress Reports: reports detailing the progress and current status of the party to whom technical assistance is being provided; and
- Final Report: report detailing the status of the party upon completion of the technical assistance activities.

POB
Contractor
Initials

5/13/13
Date

EXHIBIT B

Budget

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

Professional services (\$50.00 per hour) not to exceed	\$40,000.00
06-56-56-563010-21830000-102-500731	\$10,000.00
06-56-56-563010-32610000-102-500731	\$30,000.00
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:

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

PDB
Contractor
Initials

5/13/13
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 Horace Mann Insurance Company's Policy Number 28-46126580.

ADR
Contractor
Initials

5/13/13
Date

PHILIP D. BELL

RESUMÉ

EDUCATION

1964 <i>BA</i>	University of New Hampshire <i>History</i>	Durham, NH
1969 <i>M.Ed.</i>	University of New Hampshire <i>School Administration</i>	Durham, NH
1979 <i>C.A.G.S.</i>	University of New Hampshire <i>School Administration</i>	Durham, NH
1980 <i>Sabbatical</i>	Teachers College, Columbia University <i>School Administration</i>	New York, NY

PROFESSIONAL EXPERIENCE

1963-66 <i>History Teacher</i>	Somersworth High School	Somersworth, NH
1966-67 <i>Assistant Director, Upward Bound</i>	University of New Hampshire	Durham, NH
1967-69 <i>Principal</i>	Nute High School	Milton, NH
1969-79 <i>Director, Advanced Studies Program</i>	St. Paul's School	Concord, NH
1979-80 <i>Sabbatical</i>	Teachers College, Columbia University	New York, NY
1980-86 <i>Associate Executive Director Legislative Liaison</i>	NH School Boards Association	Durham, NH
1980-86 <i>Part Time Lecturer - Department of Education</i>	University of New Hampshire	Durham, NH
1986-89 <i>Assistant Superintendent of Schools</i>	SAU #29	Keene, NH
1989-1999 <i>Superintendent of Schools</i>	SAU #46	Penacook, NH
1999-2012 <i>Superintendent of Schools</i>	SAU #81	Hudson, NH
2012-present <i>Regional Liaison</i>	NH Department of Education	Concord, NH

PUBLICATIONS

Co-author, "Pathways to the Superintendency" - Article for the American Educational Research Association- 1981

"An Analysis of School Finance in New Hampshire" - A report for the Plaintiff School Districts in *Jesseman v. New Hampshire*- 1983

"A Comparison of Educational Opportunities in Fourteen New Hampshire School Districts" - A report for the Plaintiff Districts in *Jesseman v. New Hampshire*- 1983

"Not Bad For Six Weeks – A Study of the Advanced Studies Program" - A study for the Geraldine R. Dodge Foundation- 1984

"Contract Language to Avoid/Achieve: A Guide for School District Collective Bargaining" - Prepared for the New Hampshire School Boards Association- 1984

Special Education Studies for the Timberlane, Amherst, Goffstown, and Keene School Districts- 1984-85

"A Framework for Defining Educational Adequacy in New Hampshire" - A report for the New Hampshire School Administrators Association- 1998

PROFESSIONAL MEMBERSHIPS

New Hampshire Association of School Administrators (retired)

ADDITIONAL PROFESSIONAL ACTIVITIES

President of New Hampshire School Administrators Association (NHSAA)- 1996-1997

Chairman of NHSAA's Education Reform Task Force- 1997-1999

Chairman of Advisory Committee to the Advanced Studies Program- 1998-2001

Chairman of Governors Task Force on Tenure Reform- 1998-1999

NH Superintendent of the Year- 1998

Southeast Regional Educational Service Center, Executive Board—1999-2012

Hudson/Litchfield Rotary Club- 2002-Present

Greater Hudson Chamber of Commerce- 2002-2012

Chairman of NHSAA South Central Regional Association- 2007-08

Member NH Task Force on Effective Teaching- 2010-present

Member NH Team for State Consortium for Effective Education (Council of Chief State School Officers)- 2010-present

**New Hampshire Insurance
Identification Card**

Auto policy

Number

Effective date 01/04/2013

Expiration date 07/04/2013

Named insured

BELL, PHILIP D, JR

Vehicle

Year	Make	Model	VIN
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Agent

To report a claim, call 800-999-1030

Keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by NH law.

Form CL-VJA247 (11/99)



Horace Mann

Teachers Insurance Company
P.O. Box 19463
Springfield, IL 62794-9463
NAIC No. 300-22683

William
Authorized Representative

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



FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 10-3-12
APPROVED: _____
Page # _____
Item # 57A

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

August 24, 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 Philip (Randy) Bell, Bedford, NH (vendor code 227928) to provide technical assistance to New Hampshire schools and districts regarding State priorities: curriculum, instruction and assessment; school improvement; and innovation. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$37,500.00. Source of funds is 100% Federal Funds.

Funding for this request is available as follows:

06-56-56-563010-21830000-102-500731	FY13 \$12,500.00
Department of Education, Title II-A State Activities	
06-56-56-563010-32610000-072-509073	\$25,000.00
Department of Education, Title I-A 10003(a)	

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

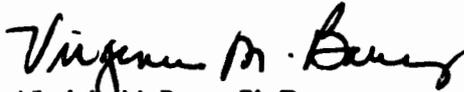
A Request for Proposals was developed and was posted on the Department website. The Department was seeking individuals with specific expertise and experience to assist with activities designed to support school improvement. The selected individuals would assist the Department in advancing the knowledge of the common core, college and career ready standards and assessment in the field, and provide leadership to advance innovation in instruction and assessment.

His Excellency Governor John H. Lynch
and the Honorable Council
August 24, 2012
Page Two

The Department of Education would like to contract with Phillip (Randy) Bell to provide technical assistance to the South Central Region of the state. Mr. Bell has a C.A.G.S. and M.Ed. in School Administration from the University of New Hampshire (1979 & 1969). He has served as a teacher at the high school level, adjunct instructor at the college level, Associate Executive Director of the NH School Boards Association, assistant superintendent, and most recently as a superintendent. His extensive educational background and experience in the field of education will enable him to successfully work with schools and districts in order to facilitate school and district improvement.

The proposal was received, reviewed and rated using a scoring rubric by an evaluation team appointed by the Commissioner of Education. The team, consisting of the Title I Director for the Bureau of Integrated Programs, a Teacher from the Milton School District, an NEA Member, and the Title Coordinator for the Manchester School District, interviewed the applicant and confirmed his qualifications in the interview. The team highly recommended this candidate.

Respectfully submitted,



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

VMB:dc:emr

Regional Liaisons

Scoring Rubric

NAME	SCORE
Patty Ewen (ABC Education Consultants)	94.75
Jane Bergeron-Beaulieu	92.5
Randy Bell	90.0
Bob Manseau	89.75
Sandra Kent	76.5
Carolyn Eastman	73.50
Lori Langlois	65.25
Keith Burke	64.75
Christine Felix	64.25

The committee members responsible for the review of the Regional Liaisons proposals included the following individuals:

Stephanie Lafreniere, Title I Administrator, Dept. of Education; Ashley Frame, Educator, Milton; Irv Richardson, NEA; Lisa Witt, Title Coordinator, Manchester

The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such contracts.

Subject:

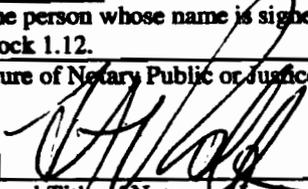
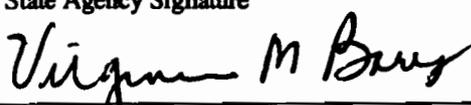
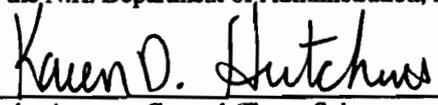
Regional Liaison

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 Phillip (Randy) Bell		1.4 Contractor Address 4 Cabot Lane, Bedford, NH 03110	
1.5 Contractor Phone Number 603-848-8305	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$37,500.00
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 		1.12 Name and Title of Contractor Signatory Phillip (Randy) Bell	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/16/12</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] LAUREL ANN RADKE, Notary Public My Commission Expires March 28, 2013			
1.13.2 Name and Title of Notary of Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 9-11-12			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 9/13/12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			