



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

October 3, 2012

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

100% Federal Funds

REQUESTED ACTION

1. Authorize the Department of Education, Division of Instruction to contract with Martha Brennan, Pittsfield, NH (vendor code 228045) to provide technical assistance and support to Title I schools and districts in need of improvement. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$8,000.00. Source of funds is 100% Federal Funds. Contracted for 160 hours.

Funding for this request is available as follows:

06-56-56-563010-32610000-046-500464
Department of Education, Title I-A 1003(a)

FY13
\$8,000.00

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 was developed and was posted on the Department website and in the Manchester Union Leader. The Department was seeking two individuals or entities to provide technical assistance and support to Title I schools and districts in need of improvement. The selected individual or entity would work as a liaison between the department, the regional school improvement facilitators, districts and schools.

The Department of Education would like to contract with Martha Brennan. Ms. Brennan has a Master's Degree from Ashland University, Ashland, OH (1987) and Bachelor's Degree from Bowling Green State University, Bowling Green, OH (1979). Her professional experiences include being a Speech-Language Pathologist, Title I Director/Homeless Liaison and, most recently, an Independent Contractor for the Homeless Education Support program for the Manchester School District.

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Two proposals were received, reviewed and rated by an evaluation team appointed by the Commissioner of Education. Both have been recommended to provide these services. The team, consisting of the Administrator and two Education Consultants for the Bureau of Integrated Programs, strongly endorsed this candidate.

Respectfully submitted,



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

VMB:dc:emr

TITLE I PROGRAM REVIEW and TECHNICAL ASSISTANCE TO LOCAL SCHOOL DISTRICTS AND SCHOOLS

Scoring Rubric

NAME	Significance of Proposal – Description of applicant's abilities to meet or exceed the Minimum Requirements including a description of their work experience and educational background in providing technical assistance and support for districts and schools in relationship to Title I. This will include a review of the letter of interest, letters of recommendation and resume.	Quality of Services to be Provided – the applicant's ability to accomplish the Services to be Provided as evidenced through the documentation submitted, including any products or experiences that may demonstrate the applicant's level of expertise and experience.	Knowledge of Title I, including but not limited to state and federal laws, that support the accomplishment of the Services to be Provided.	Total
Martha Brennan	(30 pts) 30	(30 pts) 30	(40 pts) 40	(Out of 100) 100
Diane Law	30	30	40	100

The committee members responsible for the review of the proposals include the following individuals: Deborah Fleurant, Education Consultant; Mary-Ellen Arigo, Education Consultant; and Lynda Thistle-Elliott, Education Consultant; from the Bureau of Integrated Programs.

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 grants.

Subject:

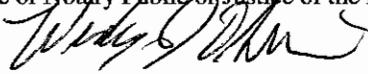
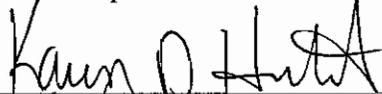
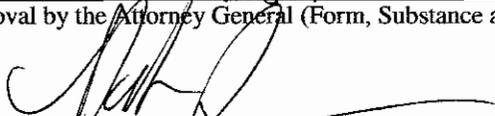
Title I Program Review & Tech Assistance to Local School Districts & Schools

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 Martha Brennan		1.4 Contractor Address 67 Targhee Drive, Pittsfield, NH 03263	
1.5 Contractor Phone Number 603-435-7035	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$8,000.00
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 Martha M. Brennan		1.12 Name and Title of Contractor Signatory Martha Brennan	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriam</u> On <u>9/28/12</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]		WENDY J. O'SULLIVAN NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Oct. 8, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Wendy J O'Sullivan</u>			
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: <u>10-16-12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/19/12</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.

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 MMB
Date 9/28/12

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

Martha Brennan will provide the following services to the New Hampshire Department of Education from the date of Governor and Council approval through June 30, 2013:

- Conduct Title I compensatory educational program reviews and evaluations to ensure compliance with federal and state regulations;
- Monitor Title I compensatory education programs in the local districts to help strengthen compensatory education programs and to protect districts and agencies from possible audit exceptions;
- Review, assess, negotiate and recommend approval of Title I compensatory education program proposals to provide funding to meet the needs of educationally deprived students;
- Provide technical assistance to Title I districts/schools;
- Provide updates to the Department regarding progress and concerns from their work with districts and schools;
- Collaborate with regional facilitators to create a platform for sharing of promising practices throughout the state;
- Attend other assigned meetings that support the Department.

REPORTING

Ms. Brennan shall provide the Department 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: report 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.

mmB
Contractor
Initials

9/28/12
Date

EXHIBIT B

Budget

Budget (through June 30, 2013)

Professional services (\$50.00 per hour) not to exceed	\$8,000.00
06-56-56-563010-32610000-046-500464	\$8,000.00
Total	\$8,000.00

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

MMB
Contractor
Initials

9/28/12
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 Safeco Insurance Company's Policy Number K1971106.

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.

MMB
Contractor
Initials

9/28/12
Date

**SAFECO INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:

RENEWAL

11/14/2011 10:01 AM

POLICY PERIOD FROM: FEB. 26 2012
TO: FEB. 26 2013

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
BERNIER INSURANCE INC
PO BOX 1268
ROCHESTER NH 03866-1268

AGENT TELEPHONE:
(603) 335-2345

RATED DRIVERS MARTHA M BRENNAN

ID# 1FMCU9D70AKC12914

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2010 FORD LIMITS	PREMIUMS
LIABILITY:		
BODILY INJURY	\$250,000 Each Person	\$ 111.20
	\$500,000 Each Occurrence	
PROPERTY DAMAGE	\$100,000 Each Occurrence	111.40
MEDICAL PAYMENTS	\$5,000	20.40
UNINSURED AND UNDERINSURED MOTORISTS:		
BODILY INJURY	\$250,000 Each Person	28.40
	\$500,000 Each Accident	
PROPERTY DAMAGE	\$25,000 Each Accident	INCLUDED
COMPREHENSIVE	Actual Cash Value Less \$100 Deductible	119.90
COLLISION	Actual Cash Value Less \$250 Deductible	197.60
ADDITIONAL COVERAGES:		
LOSS OF USE	\$50 Per Day/\$1500 Max	14.60
EMERGENCY ASSISTANCE PACKAGE		9.90
PREMIUM SUMMARY		PREMIUM
VEHICLE COVERAGES		\$ 613.40
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$178.30	Included
TOTAL 12 MONTH PREMIUM		\$ 613.40

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
 \$2.00 per installment for recurring automatic deduction (EFT)
 \$2.00 per installment for recurring credit card or debit card
 \$5.00 per installment for all other payment methods

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P O BOX 515097, LOS ANGELES, CA 90051

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