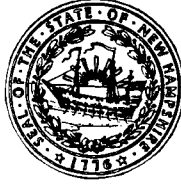


TV 69



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

Paul K. 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

Sole Source

April 15, 2014

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

Requested Action

1.) Authorize the New Hampshire Department of Education to exercise two years of a renewal option to a **Sole Source** contract with Q.E.D. Foundation, Amherst, NH (Vendor Code 230698), originally approved by Governor and Council on May 1, 2013 (item #83), to continue to provide Extended Learning Opportunities (ELO) training and technical assistance to SPDG Regional Intermediary trainers and LEA teams in each region under the State Personnel Development Grant (SPDG), effective upon Governor and Council approval for the period effective July 1, 2014 through June 30, 2016 in an amount not to exceed \$50,000.00. **100% Federal funds.**

Funding is available in account titled State Program Implementation pending legislative approval of the next biennium budget, as follows:

	<u>FY2015</u>	<u>FY2016</u>
06-056-56-562510-41070000-046-500464 Consultants	\$35,000.00	\$15,000.00

2.) Authorize the Department of Education to exercise a renewal option on this contract for one additional fiscal year, pending legislative approval of the next successive biennial budget, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject to Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. This request is **sole source** because New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page Two
April 15, 2014

These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services.

The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED Foundation. Therefore, no competitive bid process was established.

The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition

practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

QED Foundation is non-profit organization providing training, coaching and strategic consulting in the re-engagement of disengaged learners, effective design of engaging learning, youth voice, assessment for and of learning, equity, data collection and analysis, and math literacy coaching. QED Foundation developed and provided ELO training to LEAs under a previous Supporting Student Success through ELOs Initiative through the Department of Education with support of the Nellie Mae Education Foundation (2008-2010). Therefore, QED Foundation Center, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.
- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.



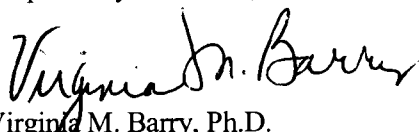
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page Three
April 15, 2014

- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



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

Subject: NH SPDG Provide ELO Training and TA Regional Intermediaries

FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgement. Includes handwritten entries like 'Department of Education', 'Q.E.D. Foundation', 'June 30, 2016', and signatures of Kim Carter and Lavern E. Fucci.

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

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

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

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

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

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

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

Contractor Initials KC
Date 2/20/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials KC
Date 5/20/17

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

QED Foundation, Inc. will provide Extended Learning Opportunity (ELO) training and technical assistance to SPDG Regional Intermediaries and LEA teams of the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.
- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.
- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

Initials: *KC*
Date: *2/20/14*

EXHIBIT B

Estimated Budget

Budget (through June 30, 2016)

Account Number: 06-56-56-562510-41070000-046-500464

	<u>FY2015</u>	<u>FY2016</u>
<u>Personnel</u>		
Personnel		
<u>27.5 days for FY 15</u>	\$34,075.00	
ELO Consultant 17 days @ \$1,100 per day		
ELO Oversight Consultant 10.25 days @\$1,500 per day		
<u>16 days for FY16</u>		\$14,625.00
ELO Consultant 7.5 days @ \$1,100 per day		
ELO Oversight Consultant 4.25 days @\$1,500 per day		
Travel	\$925.00	\$375.00
Total	\$35,000.00	\$15,000.00

Limitation of Price: This contract will not exceed \$50,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: *KC*
Date: *3/20/14*



EXHIBIT C
Special Provisions

none

Initials: KC
Date: 2/20/14

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 Q.E.D. Foundation, Inc. is a New Hampshire nonprofit corporation formed August 16, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 11th day of February A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Stephen W. Coughlan, Chairman of QED Foundation, Inc. do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following are true and complete copies of the resolutions adopted by the board of directors of the corporation at a meeting of that board on February 17, 2014, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

Resolved: That this organization enter into a contract with the State of New Hampshire, acting through its Department of Education, for the purpose of providing training and technical services to Next Steps NH Regional Intermediaries and LEA teams of the Next Steps NH State Personnel Development Grant (SPDG). These services are to be provided through June, 2016.

Resolved: That the Executive Director, Kim Carter, is hereby authorized on behalf of this organization to enter into the said contract with the State.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following person(s) lawfully occupy the office(s) indicated below:

Stephen W. Coughlan, Chairman
 Wendy Brannen, Secretary
 Daniel Baron, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Corporation this 20th day of February 2014.



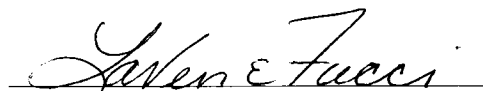
 Chairman

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
 COUNTY OF HILLSBOROUGH

On Feb 20, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Chairman of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



 Notary Public/Justice of the Peace

LORENE PICO, Notary Public
 My Commission Expires January 28, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C No.): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED QED Foundation Inc 105 State Route 101A, Unit 1A Amherst NH 03031-2245	INSURER A: Philadelphia Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

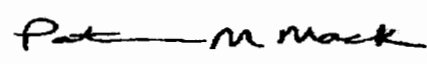
COVERAGES **CERTIFICATE NUMBER:** 2013-2014 Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY			[REDACTED]	10/28/2013	10/28/2014	EACH OCCURRENCE \$ 1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000				
							PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000				
							PRODUCTS - COMPOP AGG \$ 1,000,000				
							\$				
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC								
		AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$					
						\$					
	UMBRELLA LIAB					EACH OCCURRENCE \$					
	<input type="checkbox"/> OCCUR					AGGREGATE \$					
	EXCESS LIAB					\$					
	<input type="checkbox"/> CLAIMS-MADE					\$					
	DED					\$					
	RETENTION \$					\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			OTHER					
						E.L. EACH ACCIDENT \$					
						E.L. DISEASE - EA EMPLOYEE \$					
						E.L. DISEASE - POLICY LIMIT \$					

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

CERTIFICATE HOLDER**CANCELLATION**

Janelle.Cotnoir@doe.nh.gov State of NH Dept of Education Attn: Janelle Cotnoir 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT 
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1

Balance Sheet

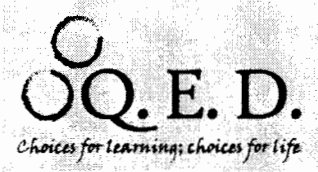
ASSETS		% of ASSETS
Current assets		
Cash and cash equivalents	\$ 44,184	35.5%
Short-term investments	-	0.0%
Accounts receivable	71,788	57.7%
Inventories	-	0.0%
Deferred income taxes	-	0.0%
Prepaid expenses and other current assets	617	0.5%
Total current assets	\$ 116,589	93.7%
Fixed assets		
Property, plant and equipment at cost	9,720	7.8%
Less accumulated depreciation	(1,932)	-1.6%
Total fixed assets	\$ 7,788	6.3%
Other assets		
Long-term cash investments	-	0.0%
Equity investments	-	0.0%
Deferred income taxes	-	0.0%
Other assets	-	0.0%
Total other assets	\$ -	0.0%
Total assets	\$ 124,377	100.0%

LIABILITIES & OWNERS' EQUITY		% of LIAB/OE
Current liabilities		
Loans payable and current portion long-term debt	\$ -	0.0%
Accounts payable and accrued expenses	21,537	17.3%
Income taxes payable	665	0.5%
Accrued retirement and profit-sharing contributions	-	0.0%
	-	0.0%
Total current liabilities	\$ 22,202	17.9%
Other liabilities		
Long-term debt	-	0.0%
Accrued retirement costs	-	0.0%
Deferred income taxes	-	0.0%
Deferred credits and other liabilities	-	0.0%
Total other liabilities	\$ -	0.0%
Total liabilities		
	\$ 22,202	17.9%
Total owners' equity		
	\$ 102,175	82.1%
Total liabilities + owners' equity	\$ 124,377	100.0%

QED Foundation

	Year-Ending 12/31/2013	
	Amount	% of Revenues
Revenue		
Grant Revenue	\$ 25,000	12%
Contributions	\$ 29,049	14%
Registration Fee	\$ 1,425	1%
Fee For Service	146,590	69%
Royalties	5,445	3%
Miscellaneous Receipts	4,535	2%
Total Revenues	\$ 212,044	100%
Gross margin	\$ 212,044	
Operating Expenses		
Service operations	\$ 253,651	59%
Fundraising	34,335	8%
General and administrative	143,727	33%
Total Operating Expenses	\$ 431,713	100%
Operating Profit	\$ (219,669)	
Taxes on Profit	\$ -	
Operating Profit After Taxes	\$ (219,669)	
Extraordinary gain or loss	-	
Income tax on extraordinary gain	-	
Operating Profit After Taxes	\$ (219,669)	





QED Foundation, Inc.
Choices for Learning; Choices for Life

105 State Route 101A, Unit 1A, Amherst, NH 03031
phone: (603) 589-9517
February 4, 2014

QED Board of Directors

None of the Directors receive any compensation.

Stephen Coughlan, Chairman

Daniel Baron, Treasurer

Wendy Brannen, Secretary

Joe DiMartino

Susan Dreyer-Leon

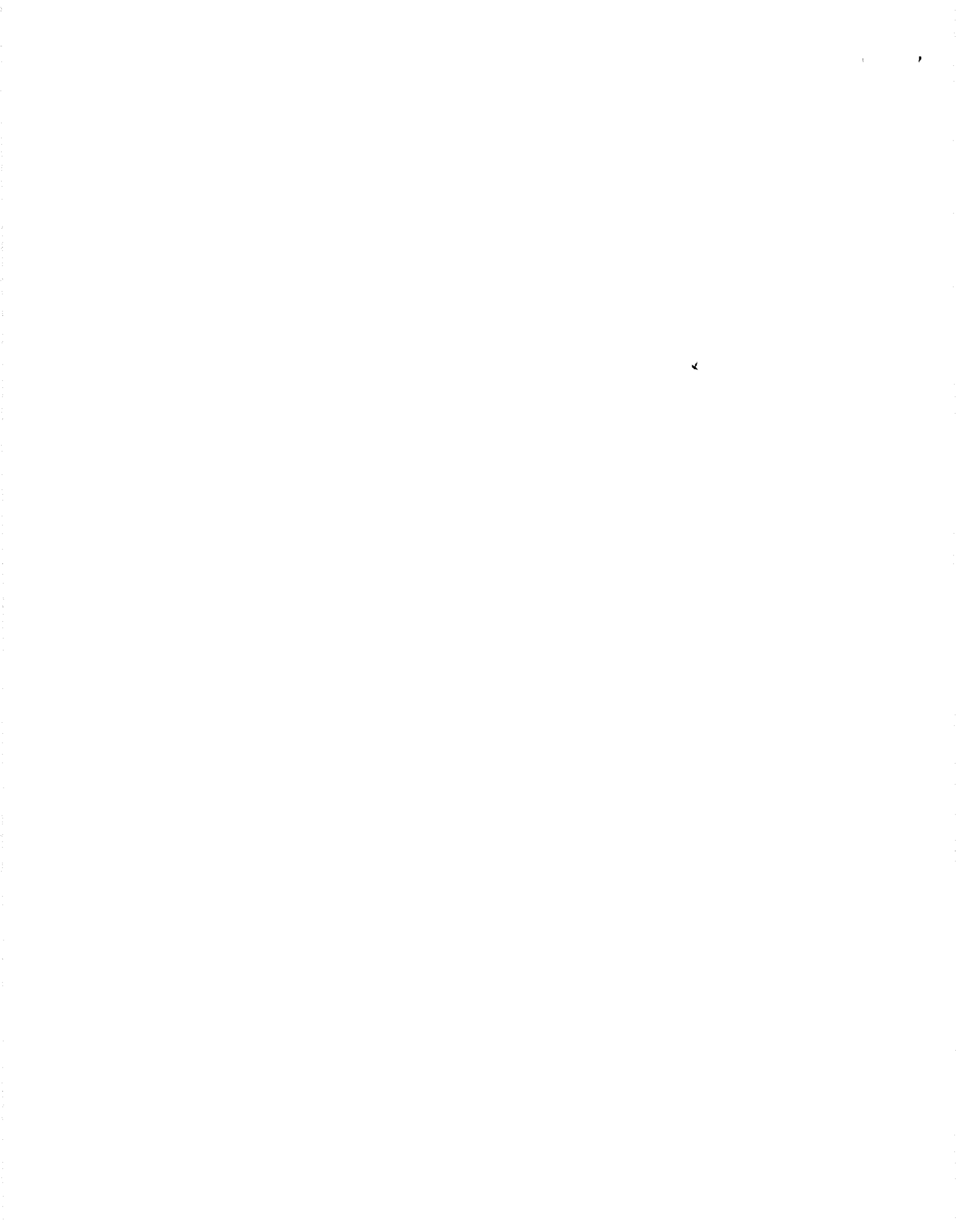
Kathy Dunne

*Creating, inspiring, cultivating, and sustaining cultures of transformational learning where we are all learners,
learning changes lives, learning needs to happen in different ways, and learning empowers us.*

Principal Staff and Salaries

	FY2015	FY2016
ELO Consultant, Elizabeth Cardine	17.5 days @ \$1,100 per day = 19,250.00 / 7% FTE	7.5 days @ \$1,100 per day = 8,250.00 / 3% FTE
ELO Oversight/Consultant, Kim Carter	10.5 days @ \$1500 per day = \$15,750.00 / 3% FTE	4.5 days @ \$1,500 per day = \$6,750.00 / 1.5% FTE

KC
2/20/14



Elizabeth A. Cardine

Education

2003 Bachelor of Arts, Physics and Studio Art
Connecticut College, New London, CT
Summa Cum Laude
Elected to *Phi Beta Kappa* and *Sigma Pi Sigma*

Professional Experience

2008 – Present *Ancora Imparo*

Q.E.D. Foundation, Amherst, NH

Responsibilities: development of evidence-based model for implementing student-centered learning communities; design and delivery of needs-based professional development and training

2003 - 2010 Teacher/Advisor

Monadnock Community Connections School, Swanzey, NH

Responsibilities: Designed and implemented award-winning high school, based on research proven school reform methods; directed, managed, and supervised program, staff and faculty, and budget

Selected Presentations

2012 Practical Pedagogy for the Whole Child

ASCD Annual Conference, Philadelphia, PA

2012 Learning for All Kinds of Minds: Neurodevelopmental Frameworks

School Reform Initiative Winter Meeting, Atlanta, GA

2011-2012 Extended Learning Opportunity Training Series

Southern New Hampshire University, Manchester, NH

2011-2012 Extended Learning Opportunity Training Series

Keene State College, Keene, NH

2011 ELO Presentations and Debrief

Student Centered High School Conference, Bedford, NH

2011 Connecting Expanded Learning Opportunities and High School

Graduation Credit, **Rhode Island Afterschool Plus Alliance**, Providence, RI



2008 Choice and Voice: Making All Voices Matter in Public Education,
Pegasus Conference, Boston, MA

2006 Choice and Voice: Monadnock Community Connections School
US Department of Education, Washington, D.C.

2004, 2003 Building the Collaborative Learning Community Together: A
Student and Teacher Partnership, **Coalition of Essential Schools Fall
Forum**, San Francisco, CA; **Coalition of Essential Schools Fall Forum**,
Columbus, OH

Selected Committees

2011 Coalition of Essential Schools Fall Forum Planning Team
CES Fall Forum, Providence, RI

2011-2012 Extended Learning Opportunities Practice Group
NH Transition Community of Practice, Concord, NH

2010-2011 Extended Learning Opportunities Assessment Moderation Team
NH ELO Initiative, Concord, NH

Selected Certifications

Equity Coach, **School Reform Initiative** (formerly National School Reform
Faculty), Cambridge, MA

Teacher, **NH State Department of Education** Secondary Physics



Kim Carter



AWARDS

- 2009 New Hampshire Excellence in Education Special Recognition Award (*for Monadnock Community Connections School*)
- 1996 New Hampshire Educational Media Teacher of the Year
- 1991 New Hampshire State Teacher of the Year

PROFESSIONAL EXPERIENCE

Executive Director (*and Founder*), Q.E.D. Foundation, 2007 –

Responsibilities include:

- Development of evidence-based model for transformational learning communities
- Development and dissemination of Neurodevelopmental Framework for Learning (NDFL) tools, resources, and training (based on All Kinds of Minds assets, acquired in 2012)
- Recruitment and development of quality consulting faculty
- Design and delivery of needs-based professional development and training
- Administration and oversight of organizational operations

Founder/CEO, Making Community Connections Charter School, Manchester, NH, 2011 –

Responsibilities include:

- Design, authorization, and launch of competency-based, personalized middle/high school
- Development of organizational sustainability
- Development and growth of collaborative school community and sustainable community partnerships

Executive Director, Five Freedoms Project, 2009; co-founded, 2007

Responsibilities: Co-developed Five Freedoms program model; managed and facilitated online social network; developed and facilitated national leadership training for democratic learning communities; coordinated development and dissemination of best practices for democratic learning communities [merged with Q.E.D. Foundation in 2009]

Founding Director/Principal, Monadnock Community Connections School, Keene, NH 2002–2009

Responsibilities: Designed and implemented small school program for award-winning alternative high school program, based on research proven school reform methods; directed, managed, and supervised program, staff and faculty, and budget; developed, wrote, and managed grants, ranging from \$1,500 to \$250,000; visioned, strategized, co-wrote, and collaboratively steered and implemented US DOE Voluntary Public School Choice grant, ~\$12.5 million

Director of Information Services, Souhegan High School, Amherst, NH 1991–2002

Responsibilities: Designed and implemented school information and technology infrastructures; collaboratively designed program and hired full staff for new high school; directed and supervised information and audiovisual services, staff, and budget; developed and maintained video production facilities; taught information literacy, technology literacy, and video production curriculum, including QuickTime and digital video production; provided training and staff development for faculty in IT and video production; established and chaired Technology Committee; wrote and managed grants, including \$32,000 Schools for a New Millennium National Endowment for the Humanities grant

Information Specialist, Jaffrey-Rindge School District, Jaffrey, NH 1987–1991

Responsibilities: Established and maintained new information centers (aka libraries) in elementary and middle schools; directed, managed and supervised information and audiovisual services, staff, and budget; led collaborative development and implementation of information literacy curriculum; provided training and staff development for faculty in curriculum development and information literacy skills; established and chaired Technology Committee

School Library Media Specialist, Merrimack School District, Merrimack, NH 1979–1987

Responsibilities: Taught information literacy and video production curriculum; provided training and staff development for faculty in curriculum development, information literacy skills, and video production

School Library Media Specialist, Palominas School District, Hereford, AZ 1977–1979

Responsibilities: Established and maintained new school library and program; developed, wrote, and managed grants; served as Steering Committee member on Arizona State Information Dissemination Project

Adjunct Faculty 1982 –

Undergraduate and graduate courses taught at: Notre Dame College, Manchester, NH; Rivier College, Nashua, NH; Keene State College, Keene, NH; University of New Hampshire, Manchester, NH; Antioch University New England, Keene, NH

NOTABLE PROFESSIONAL EXPERTISE

- **Collaboration:** Technical Assistance consultant: Asia Society International Studies Schools Network; NH Department of Education; CompetencyWorks; Council of Chief State School Officers; Rhode Island Afterschool Program Alliance; Nellie Mae Education Foundation
- **Facilitation:** National Facilitator for National School Reform Faculty, School Reform Initiative, Inc., 2003 -
- **Publications:** Columnist and Contributing Editor, *Technology & Learning* magazine, 1993 – 2005
- **Leadership:** Board member, NHASCD Executive Board, 2012 - ; Past President, NH Educational Media Association; Past Executive Board member, NH Society for Technology in Education; Founding Chair of Information Literacy Network, Association for Supervision and Curriculum Development; NH Professional Standards Board, 1992 - 1995

EDUCATION

Masters Degree in Library and Information Science, University of Arizona, 1979

Bachelors Degree in Elementary Education, University of Arizona, 1977

CERTIFICATION

New Hampshire Principal Certification, expires June, 2015



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



G & C Letter # _____
G & C Date 5-1-13
APPROVED: _____
Page # _____
Item # Paul Leather 83
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

March 15, 2013

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

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source contract with Q.E.D. Foundation, Amherst, NH (Vendor Code 230698) to provide Extended Learning Opportunities (ELO) training and technical assistance to SPDG Regional Intermediary trainers and LEA teams in each region under the State Personnel Development Grant (SPDG), upon Governor and Council approval for the period effective May 1, 2013 through June 30, 2014 in an amount not to exceed \$70,000.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-046- 500464	\$20,000.00	\$50,000.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are college and career ready, through the implementation of evidence based transition

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

Her Excellency Governor Margaret Wood Hassan

And the Honorable Council

Page Two

March 15, 2013

practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED Foundation. Therefore, no competitive bid process was established.

QED Foundation is non-profit organization providing training, coaching and strategic consulting in the re-engagement of disengaged learners, effective design of engaging learning, youth voice, assessment for and of learning, equity, data collection and analysis, and math literacy coaching. QED Foundation developed and provided ELO training to LEAs under a previous Supporting Student Success through ELOs Initiative through the Department of Education with support of the Nellie Mae Education Foundation (2008-2010). Therefore, QED Foundation Center, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.

Her Excellency Governor Margaret Wood Hassan

And the Honorable Council

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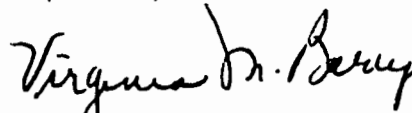
March 15, 2013

- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.
- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



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

VMB/alj

Attachments

Subject:

NH SPDG Provide ELO Training and TA Regional Intermediaries

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Q.E.D. Foundation		1.4 Contractor Address 105 State Route 101A, Unit 1, Amherst, NH 03031	
1.5 Contractor Phone Number (603) 589-9517	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation 70,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Special Education		1.10 State Agency Telephone Number (603) 271-6693	
1.11 Contractor Signature <i>Kim Carter</i>		1.12 Name and Title of Contractor Signatory <i>Kim Carter, Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/13/13</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 <i>Kenneth A. Neil</i> [Seal]		KENNETH A. NEIL, Notary Public My Commission Expires March 4, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kenneth A Neil</i>		KENNETH A. NEIL, Notary Public My Commission Expires March 4, 2014	
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: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>4/1/13</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.

Contractor Initials KC
Date 2/13/13

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

QED Foundation, Inc. will provide Extended Learning Opportunity (ELO) training and technical assistance to SPDG Regional Intermediaries and LEA teams of the NH State Personnel Development Grant (SPDG) to accomplish the grant goals, objectives activities and outcomes over the course of the 5-year grant period.

The contractor will:

- Partner with Leadership Team (LT) in reviewing existing ELO professional development offerings in relation to implementing in high schools.
- Partner with LT in developing ELO professional development resources.
- Develop ELO training for LEAs, regional professional development (PD) trainers/coaches and management team.
- Provide ELO training for LEAs, regional PD trainers/coaches, Parent Training and Information Center, Institutions of Higher Education, and NH Vocational Rehabilitation staff.
- Support regional LEA transition Liaison and ELO coaches.
- Support LT and regional coaches in the annual ELO training.
- Assist in the development of fidelity instruments on ELO training, implementation and sustaining the work.
- Assist in the PD provided to LEA and school administrators on how to support the use of ELOs.

Initials: KE
Date: 2/13/13

EXHIBIT B

Estimated Budget

Budget (through June 30, 2014)

Account Number: 06-56-56-562510-41070000-046-500464

	<u>FY2013</u>	<u>FY2014</u>
<u>Personnel</u>		
Personnel		
<u>16 days for FY 13</u>	\$20,000.00	
ELO Consultant 10 days @ \$1,100 per day		
ELO Oversight Consultant 6 days @\$1,500 per day		
<u>38 days for FY14</u>		\$50,000.00
ELO Consultant 17.75 days @ \$1,100 per day		
ELO Oversight Consultant 20.25 days @\$1,500 per day		

Limitation of Price: This contract will not exceed \$70,000.00

Method of Payment

Payment will be made upon receipt of monthly invoices as described above, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures. Line items in this budget may be adjusted, one to the other, within +/- 10% of the indicated amount but in no case can the total budget exceed the price limitation. Invoices with summary of activities will be submitted to:

Mary Steady, SPDG Director
Department of Education
Bureau of Special Education
SPDG
101 Pleasant Street
Concord, NH 03301

Initials: KC
Date: 2/13/13



EXHIBIT C

Special Provisions

none

Initials: KC
Date: 2/13/13

