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Virginia M. Barry, Ph.D.
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

April 7, 2014

Retroactive

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

REQUESTED ACTION

Authorize the Department of Education to amend a cooperative agreement (#1028263), with the University of New Hampshire, Institute on Disability (IOD), Durham, New Hampshire, (vendor code 159021), by extending the contract end date by two months from June 30, 2014 to August 31, 2014, with no additional funding, effective upon Governor and Council approval. Original contract approved by Governor and Council on February 20, 2013, (Item #65) in an amount not to exceed \$100,000.00. This item will be retroactive. 100% Federal Funds.

EXPLANATION

This is a retroactive request due to the short time frame between the decision to extend the contract end date by two months and the date of receiving the necessary paperwork to move forward. The Department of Education would like to amend the cooperative agreement with the University of New Hampshire, Institute on Disability (IOD), to extend the end date of the contract from June 30, 2014 to August 31, 2014 for the Augmentative and Alternative Communication (AAC) Initiative. This initiative focuses on providing professional development to all New Hampshire school districts (K-12) for special education students who benefit from supports to express thoughts, needs, wants and ideas (at no cost to the district) via use of Augmentative and Alternative Communication (AAC). The primary strategies for accomplishing the AAC Initiative goals include:

- Establish a website for information and resources
- Provide web-based self-study modules and in-person training
- Conduct monthly webinars

The project outcomes include 20 web-based self-study modules, 10 in-person trainings, 14 monthly webinars and several newsletters outlining project progress.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

June 16, 2014

Page Two

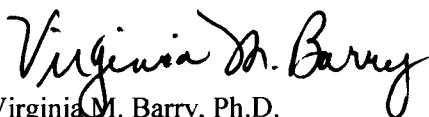
The eighteen (18) month AAC Initiative was scheduled to begin on December 1, 2012; due to the February 20, 2013 date of Governor and Council approval the project became a fifteen (15) month project. Upon notification of the approval of the AAC Initiative, the University of New Hampshire, Institute on Disability (IOD) began the infrastructure to conduct the modules & webinars; their existing platform did not work so they had to move to a new platform and the project began in May 2013. The Bureau wishes to honor the proposal of 20 topical modules, 10 in person trainings and 14 monthly live and/or recorded webinars by requesting the amendment to the cooperative agreement, which will fulfill the initiatives objectives.

The AAC Initiative goals for the amendment to the cooperative agreement are focused on development and dissemination of products, materials and to attend trainings for New Hampshire school districts to use in their implementation of AAC devices.

This project will be evaluated by the Department of Education through the monitoring of the Monthly Summary Reports provided by the contractor. In addition, the vendor will submit an End of Year report to the Department.

In the event that 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:BJR
Attachments

AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

Now come the New Hampshire Department of Education, Division of Educational Improvement, Bureau of Special Education, hereinafter "State" and the University of New Hampshire, Institute on Disability (IOD), hereinafter "Campus" and, pursuant to a Cooperative Project Agreement between the parties approved by Governor and Council on February 20, 2013 (Item #65), hereby agree to modify same as follows:

- 1. The ending date of this cooperative project agreement shall be changed from June 30, 2014 to August 31, 2014.
2. All other provisions of the agreement remain in effect.
3. The modification shall commence on July 1, 2014 or upon Governor and Council approval, whichever is later, of the modification and terminate on August 31, 2014.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first written above.

THE STATE OF NEW HAMPSHIRE
Department of Education

Division of Educational Improvement
Bureau of Special Education

By: [Signature]

By: [Signature]
Commissioner of Education

By: [Signature]
Karen Jensen
Manager, Sponsored Programs Administration

STATE OF NEW HAMPSHIRE

County of Stratford

On this the 19 day of June, 2014 before me, Dianne Hall, the undersigned officer, personally appeared Karen M Jensen who acknowledged himself/herself to be the authorized official of the University of New Hampshire, and that he/she, as such authorized official being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the University of New Hampshire, by himself/herself as authorized official.

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

DIANNE M. HALL, Notary Public
My Commission Expires October 12, 2016

[Signature]
Notary Public/Justice of the Peace

Approved as to form, substance and execution by Attorney General this 7 day of July, 2014.

By: [Signature]



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

December 28, 2012

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

REQUESTED ACTION

Authorize the Department of Education to enter into a Cooperative Agreement with the University of New Hampshire, Institute on Disability (IOD), (vendor code 177867) to provide professional development to all New Hampshire school districts (K-12) for special education students who benefit from supports to express thoughts, needs, wants and ideas (at no cost to the district) via the use of Augmentative and Alternative Communication (ACC). This contract will be in effect from the date of Governor and Council through June 30, 2014 in an amount not to exceed \$100,000.00 pending legislative approval of the next biennium budget. These are 100% Federal funds.

Funding for this request is available from:

	<u>FY'13</u>	<u>FY'14</u>
06-56-56-562510-41100000-102-500731	\$50,000.00	\$50,000.00

EXPLANATION

The New Hampshire Department of Education, Bureau of Special Education has established the Augmentative and Alternative Communication Initiative. The University of New Hampshire, Institute on Disability will support the Bureau by: coordinating the Augmentative and Alternative Communication Initiative; coordinate and implement the professional development for all New Hampshire school districts (K-12) regarding Augmentative and Alternative Communication (AAC); provide technical assistance to districts and families seeking information and resources regarding Aided and Unaided Augmentative and Alternative Communication Systems; offer expertise and working knowledge regarding the American Speech-Language-Hearing Association to districts and families; and provide a ten (10) state or regional professional development training opportunities and monthly webinars on Augmentative and Alternative Communication (AAC).

The Cooperative Agreement will include, but not limited to, the following:

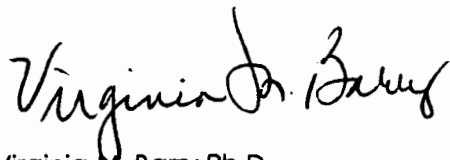
- Produce ten (10) State or Regional Professional Development training opportunities and monthly webinars on Aided and Unaided ACC Communication System that are nationally recognized entities, such as, American Speech-Language-Hearing Association.
- Extensive knowledge and experience in special education, with working knowledge to provide augmentative and alternative communication training to all New Hampshire schools (K-12) (at no cost to the district).
- Expertise and working knowledge regarding the American Speech-Language-Hearing Association. Expertise and knowledge of AAC device and current software applications.
- Assist districts and families with finding resources at the State and federal level regarding AAC. And, ability to work with representatives from State agencies, partner organizations, school districts and families.
- Utilize real time evaluation and participatory systems, conduct webinars and provide the opportunity for recorded sessions, online conference work, and other strategies to develop system of supports and expertise.

A Request for Proposals (RFP) was advertised in the Manchester Union Leader on August 15th, 16th and 17th, 2012, sent to the Bureau of Special Education Distribution/Inform lists, and was posted on the Department's website. There were two (2) respondents to the Request for Proposal: The University of New Hampshire, Institute on Disability and Boothbay Therapy Services, LLC. Of the two applicants, the University of New Hampshire, Institute on Disability was the successful candidate based on their proposal submitted. (Rubric attached).

The University of New Hampshire will be evaluated by the Department through the monitoring of the services provided. In addition, they will submit reports to the Department on the progress in meeting the objectives of the contract.

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

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Education

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **New Hampshire Augmentative and Alternative Communication Initiative**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Santina Thibedeau
 Address: Bureau of Special Education
101 Pleasant Street
Concord, NH 03301
 Phone: 603-271-6693

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
51 College Rd. Rm 116
Durham, NH 03824
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Mary Steady
 Address: Bureau of Special Education
101 Pleasant Street,
Concord, NH 03301
 Phone: 603-271-3730

Campus Project Director

Name: Michael McSheehan
 Address: UNH Institute on Disability
10 West Edge Drive
Durham, NH 03824
 Phone: 603-862-4320

F. Total State funds in the amount of \$100,000.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **H027A120103-12-A** from **U.S. Department of Education, Office of Special Education Programs** under CFDA# **84.027A**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

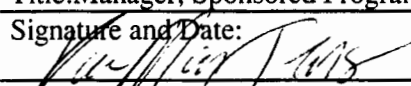
G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Education** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  12/13/12

By An Authorized Official of:
NH Department of Education
Name: Virginia M. Barry, Ph.D.
Title: Commissioner of Education
Signature and Date: _____

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: _____
Title: _____
Signature and Date: _____

By An Authorized Official of: the New
Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** New Hampshire Augmentative and Alternative Communication Initiative
- B. Project Period:** Upon Governor and Council approval through June 30, 2014; the total cost for all proposed products and services will not exceed \$100,000.00 for the length of the contract.
- C. Objectives:** Coordinate with the New Hampshire Department of Education, (NHDOE), Bureau of Special Education to provide professional development to all New Hampshire school districts (K-12) for special education students who benefit from supports to express thoughts, needs, wants and ideas (at no cost to the district) via the use of Augmentative and Alternative Communication (AAC).
- D. Scope of Work:** The Institute on Disability will produce ten (10) State or Regional Professional Development training opportunities and monthly webinars on Aided and Unaided Communication Systems that are nationally recognized entities.
- o Working knowledge to provide augmentative and alternative communication training & webinars to all New Hampshire schools (K-12).
 - o Extensive knowledge and experience in special education.
 - o Extensive knowledge regarding AAC.
 - o Expertise and working knowledge regarding the American Speech-Language-Hearing Association.
 - o Expertise and knowledge of AAC devices and current software applications.
 - o Ability to assist districts and families with finding resources at the State and federal level regarding AAC.
 - o Ability to work with representatives from State agencies, partner organizations, school districts, and families.
 - o Effective communication skills (oral and written).
 - o Utilize real time evaluation and participatory systems, conduct webinars and provide the opportunity for recorded sessions, online conference work.
 - o Other strategies to develop system of supports and expertise.
- E. Deliverables Schedule:** The Campus Project Director and Coordinator under this Project Agreement will:
- 1.1 Coordinate with NHDOE to produce ten (10) State or Regional Professional Development training opportunities and monthly webinars on Aided and Unaided Communication Systems that are nationally recognized entities such as, American Speech-Language-Hearing Association.

Collaborating with State Agencies and Reporting

2.1 Monthly Reporting: Activity reports to be submitted with each invoice requesting payment that outlines how the project provided and met the purpose and priorities of the project;

2.2 Annual Report: Report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of each project year. The first report will include strategies for improvement. The final report will include a comprehensive overview of the entire project. The NHDOE will withhold payment of invoices until receipt of the required.

Campus will submit invoices to State on regular Campus invoice forms on a monthly basis, submitted by the 15th of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, billed separately by FY. Prior approval is required of carryforward of unexpended funds. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date. If otherwise, correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices are to be submitted to:

Barbara Raymond, New Hampshire Department of Education, Bureau of Special Education, 101 Pleasant Street, Concord, New Hampshire 03301.

F. Budget and Invoicing Instructions: FY'13 and FY'14

Budget Items	State Funding	State Funding	Total
	FY13	FY14	
1. Salaries & Wages	\$20,019.00	22,871.00	\$42,890.00
2. Employee Fringe Benefits	\$6,409.00	8,393.00	\$14,802.00
3. Travel	\$1,700.00	1,600.00	\$3,300.00
4. Supplies and Services	\$18,168.00	13,432.00	\$31,600.00
5. Equipment	0	0	0
6. Facilities & Admin Costs	\$3,704.00	3,704.00	7,408.00
Subtotals	50,000.00	50,000.00	100,000.00
Total Project Costs:		100,000.00	

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .