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

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

March 25, 2013

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

Sole Source

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source cooperative agreement with Keene State College, Keene, NH (Vendor Code 177865) to develop and implement a website for accessing of all training materials and resources developed under the State Personnel Development Grant (SPDG) as well as assist with development of training to be provided to educators, upon Governor and Council approval for the period effective from May 1, 2013 through June 30, 2014 in an amount not to exceed \$122,089.00. 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
06-056-56-5625210-41070000-0072-502625	\$18,436.00	\$103,653.00

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

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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.

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. Therefore, no competitive bid process was established.

Keene State College is a public Institution of Higher Education and a member of the University System of New Hampshire. Under previous State Personnel Development Grants, Keene State College has been a leader in offering professional development and training in secondary transition and special education. In addition, Keene State has provided career development resources to educators through their Keene Commons webpage. Therefore, Keene State College, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Participate in the NH Leadership Team (LT) monthly meetings.
- Participate in the NH Transition Community of Practice (CoP).
- Participate in Extended Learning Opportunities (ELOs) Work Group to oversee the delivery and monitoring of ELO training.
- Support regional cadres of trained ELO coaches.
- Participate in the Transition Planning Workgroup to develop a structure to accomplish: reviewing LEA current practices and developing and implementing plans that will impact the local needs.

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- Participate in Evaluation Workgroups to help with the development of fidelity instruments, and assisting with training on their use.
- Transition Resource Portal: Enhance the Transition Resource Portal, connected to Keene State College website. Review current content and technical platform. Identify possible resources to be developed and made available on the website. Develop architecture for redesigned, accessible, and expanded online learning and teach tool. Begin implementation of new design and development of resources. Support regional intermediaries in their use of the Portal as needed. Participate in a leadership in developing strategies to increase incorporation of evidenced-based transition practices into IHE teacher preparation programs.

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

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Education**

and the

Keene State College 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 **Keene State College**, (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: **NH SPDG 2012**

- 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: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 603-271-6693

Campus Project Administrator

Name: Penny Miceli
 Address: Keene State College
229 Main Street, MSC 2611
Keene, NH 03435

Phone: 603-358-2427

- 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: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 206-271-3730

Campus Project Director

Name: Stephen Bigaj
 Address: Keene State College
229 Main Street
Keene, NH 03435-2611

Phone: 603-358-2872

- F. Total State funds in the amount of **\$122,089.00** 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. **H323A120003** from **US Department of Education** under CFDA# **84.323A**. 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 **Keene State College** and the State of New Hampshire, **Department of Education** have executed this Project Agreement.

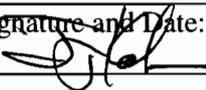
By An Authorized Official of:

Keene State College

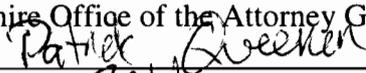
Name: Jay V. Kahn

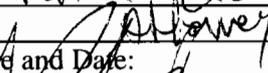
Title: Interim President

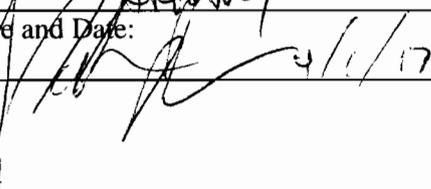
Signature and Date:

 3-15-13

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: 

Title: 

Signature and Date:  4/1/17

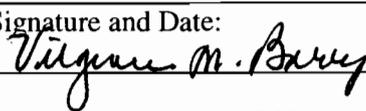
By An Authorized Official of:

Department of Education

Name: Virginia M. Barry, Ph.D.

Title: Commissioner of Education

Signature and Date:



By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** NH SPDG 2012
- B. Project Period:** April 1, 2013 or date of Governor and Council Approval whichever comes later to June 30, 2014. 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.
- C. Objectives:**
- Objective 1: To develop the capacity of those providing PD on Extended Learning Opportunities (ELOs), transition planning, and parent engagement, and to define the expectations and commitment of those receiving PD.
 - Objective 2: To increase the knowledge and skills of NH special and general educators, related service personnel, and administrators in the design, implementation with fidelity, and sustainability of evidence-based Extended Learning Opportunities.
 - Objective 3: To increase the use of best practice, evidence-based transition planning, including enhanced parent engagement strategies.
 - Objective 4: To sustain the use of ELO, transition planning, and parent engagement strategies, through evidence-based and quality coaching.
 - Objective 5: To increase the use of implementation, intervention, and outcome data to support decision making at the school, LEA, and state level.
 - Objective 6: To ensure LEA administrators are trained to support their staff and initiatives to develop quality academic IEP goals linked to the CCSS and to implement school improvement model and communication interventions in their schools.
 - Objective 7: To develop a regional training and coaching model to sustain delivery of grant services throughout the state.
 - Objective 8: To enhance the inclusion of evidence-based training materials on ELOs, transition planning, and parent/family engagement in IHE preservice training programs to sustain delivery of grant services throughout the state.
- D. Scope of Work:**
- Participate in the NH Leadership Team (LT) monthly meetings.
 - Participate in the NH Transition Community of Practice (CoP).
 - Participate in Extended Learning Opportunities (ELOs) Work Group (WG) to oversee the delivery and monitoring of ELO training. Support regional cadres of trained ELO coaches.
 - Participate in the Transition Planning Workgroup to develop a structure to accomplish: reviewing LEA current practices and developing and implementing plans that will impact the local needs.
 - Participate in Evaluation Workgroup to help with the development of fidelity instruments, and assisting with training on their use.
 - Transition Resource Portal: Enhance the Transition Resource Portal, connected to the Keene State College website. Review current content and technical platform. Identify possible resources to be developed and made available on the website. Develop architecture for re-designed, accessible, and expanded online learning and teaching tool. Begin implementation of new design and development of resources. Support regional intermediaries in their use of the Portal as needed.
 - Participate in the NH Leadership Team to develop strategies to increase incorporation of evidenced-based transition practices into IHE teacher preparation programs.
- E. Deliverables Schedule:** See Scope of work above.

F. Budget and Invoicing Instructions: Budget (through June 30, 2014)

Account: 06-056-56-562510-4107-072-502625

Line Item	FY2013	FY2014
Personnel	12,314	64,149
Benefits	1,908	9,917
Travel	1,098	5,520
Supplies	450	2,839
Contracted	1,000	12,500
Other	300	1,050
Total Direct Costs	17,070	95,975
Indirect Cost 8%	1,366	7,678
Total Costs	18,436	103,653

Total Project costs: \$122,089.00

Campus will submit invoices to State on regular Campus invoice forms by the 15th of the following month which are supported by a summary of activities that have taken place and shall be based on actual project expenses incurred during the invoicing period, and shall show current and cululative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice no later than 60 days after the Project Period end date.

Invoices will be submitted to: Mary Steady
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, NH 03301

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 .