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

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DEC 26 2014
NH Dept Educ-OBM

December 3, 2014

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

Sole Source

REQUESTED ACTION

1. Authorize the Department of Education to enter into a **sole source** contract with the University of New Hampshire, Durham, NH (vendor code 177867), in an amount not to exceed \$100,000.00 for the period effective from the date of Governor and Council approval through June 30, 2016, pending legislative approval of the next biennium budget, to provide School-wide Integrated Framework for Transformation (SWIFT) technical assistance. 100% Other Funds

Funding is available in the account entitled SWIFT for School Accountability as follows:

	<u>FY 15</u>	<u>FY 16</u>
06-56-56-563010-89000000-102-500731 Contracts for Program Service	\$50,000.00	\$50,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

This request is **sole source** due to the fact that the University of New Hampshire (UNH) is the only organization the department could partner with on SWIFT. Per the grant, the New Hampshire of Education must partner with another Swift partner within the state and UNH was the only other recipient of SWIFT funds in NH. The grant is funded through the University of Kansas to support technical assistance for the School-wide Integrated Framework for Transformation (SWIFT). The joint UNH DOE position allows for one individual to work both for the national project and local project, offering coherence to the schools participating in SWIFT.

New Hampshire was selected as one of five states for a national education initiative called SWIFT. The SWIFT project will provide technical assistance and professional development over a period of four years to selected schools in the state. The SWIFT technical assistance system engages the whole school community in ways designed to positively transform learning outcomes for all students. It combines the strengths of general and specialized educators by supporting them in working collaboratively when teaching the grade level curriculum, with the designed outcome being enhanced inclusive educational practices as well as increased social and academic progress for all students. The SWIFT Center project seeks to assist state education agencies, local education agencies, and schools to fully integrate school-based systems of support.

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The department would like to contract with the University of New Hampshire (UNH) in order to develop state capacity to offer SWIFT technical assistance. UNH will serve as the liaison between SWIFT and the department and will support inclusive education efforts internal to the department.

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

Respectfully submitted,



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

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COOPERATIVE PROJECT AGREEMENT

between the
STATE OF NEW HAMPSHIRE, Department of Education
and the

DEC 26 2014

NH Dept Educ-OBM

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 Educations, (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 9/30/16. 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 DOE SWIFT

- 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: Mary E. Earick, Ph.D
 Address: Bureau of Integrated Programs
 NH Department of Education
 101 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-6052

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
 Sponsored Programs Administration
 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 E. Earick, Ph.D
 Address: Bureau of Integrated Programs
 NH Department of Education
 101 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-6052

Campus Project Director

Name: Dr. Mary Schuh
 Address: University of New Hampshire
 Institute on Disability
 10 West Edge Drive
 Durham, NH 03824
 Phone: 603-228-3270

MJA
12/22/14

F. Total State funds in the amount of \$100,000 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. _____ from _____ under CFDA# _____. 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.

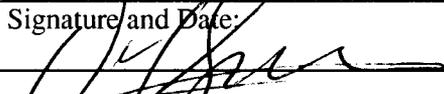
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

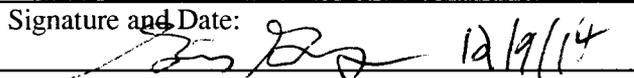
Title: Manager, Sponsored Programs Administration

Signature and Date:  10/22/14

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

Name: ~~_____~~ Brian Burman

Title: AAG

Signature and Date:  12/9/14

**By An Authorized Official of:
Department of Education**

Name: Virginia M. Barry, Ph.D.

Title: Commissioner of Education

Signature and Date:  10/29/14

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

Name: _____

Title: _____

Signature and Date: _____

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EXHIBIT A

- A. Project Title:** NH DOE SWIFT
- B. Project Period:** From the date of Governor & Council approval through September 30, 2016
- C. Objectives:** Develop State Capacity to Offer SWIFT Technical Assistance
- D. Scope of Work:** Conduct duties as assigned by the NH Department of Education. Duties will be related to serving as the liaison between SWIFT and the NHDOE and supporting inclusive education efforts internal to the NHDOE.
- o Facilitates weekly SWIFT meetings to include taking minutes
 - o Attends all Bureau of Integrated Programs meetings
 - o Coordinates work plans, meetings and communications between NHDOE personnel, National SWIFT personnel, UNH and SWIFT sites
 - o Trains NHDOE personnel in the use of the SWIFT framework tools
 - o Develops and delivers public presentations
 - o Manages NHDOE SWIFT field coaches
 - o Manages the SWIFT NHNETWORK
 - o Prepares weekly updates and monthly reports for the Bureau of Integrated Programs Administrator
 - o Manages and maintains all NHDOE SWIFT communication databases and files
- E. Deliverables Schedule:** NONE
- F. Budget and Invoicing Instructions:** Campus will submit first invoice for \$50,000 to State on regular Campus invoice form upon G&C approval. Second invoice for \$50,000 will be submitted August 1, 2015. State will pay Campus within 30 days of receipt of each invoice.

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