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Citizens Services Line 1-800-339-9900

March 25, 2013

*Sole Source*

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 cooperative agreement with University of New Hampshire, Institute on Disability, Durham NH (vendor code 177867) to train and provide technical assistance to regional intermediaries and LEA staff on Project RENEW, a dropout prevention strategy, upon Governor and Council approval for the period effective from May 1, 2013 through June 30, 2014 in an amount not to exceed \$57,000.00. 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
06-056-56-5625210-41070000-0072-502625	\$17,500.00	\$39,500.00

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 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.

Institute on Disability, University of New Hampshire is public Institution of Higher Education and a member of the University System of New Hampshire. Under previous State Personnel Development Grants, Institute on Disability has been a leader in offering professional development and training in dropout prevention strategies such as the Project RENEW model and is national recognized for their work. Therefore, the Institute on Disability, as a SPDG partner will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Participate in monthly Leadership Team meetings in the development of evidence-based transition planning and dropout prevention best practices.
- Train and provide technical assistance to LEAs, designated school staff, regional PD intermediaries coaches/trainers and NH SPDG Management Team on Project RENEW, a dropout prevention strategy.
- Coordinate the registration and logistics for the NH Transition COP Annual Transition Summit.

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And the Honorable Council  
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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

**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: **NH SPDG**

- 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 Steady  
 Address: Department of Education  
101 Pleasant Street  
Concord, NH 03301

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Phone: 603-271-3730

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 116  
Durham, NH 03824

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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: Department of Education  
101 Pleasant Street  
Concord, NH 03301

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Phone: 603-271-3730

**Campus Project Director**

Name: JoAnne Malloy  
 Address: UNH Institute on Disability  
10 West Edge Drive Suite 101  
Durham, NH 03824

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Phone: 603-862-4320

F. Total State funds in the amount of \$57,000 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. **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

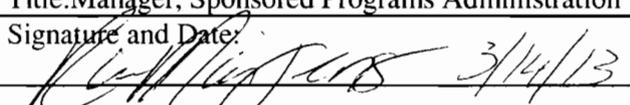
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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.

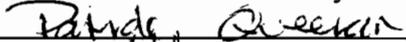
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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

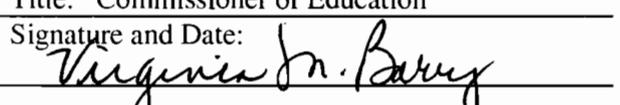
**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date:  3/14/13

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

Name:   
Title:   
Signature and Date:  3/1/13

**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 - FY13 and FY14
- B. Project Period:** Date of Governor and Council Approval 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, and appropriate funding to cover this Federal Grant commitment to accomplish the approved goals, objectives and activities.
- C. Objectives:** Our goal is to increase the number of students with disabilities and/or who are at risk of dropping out that are college and career ready in New Hampshire through implementation of evidence based transition practices
- D. Scope of Work:** To increase the use of best practice, evidence-based transition planning in all regions of the state. This includes the use of Project RENEW training and technical assistance in LEAs in regions for students as needed. In addition, to coordinate the registration and logistics of the NH Transition COP Annual Transition Summit which is the only statewide conference for training, collaboration, networking and information, focused on post-secondary outcomes for students.
- E. Deliverables Schedule:**  
Participate in monthly Leadership Team meetings in development of evidence-based training planning best practices.  
Train and provide technical assistance to LEAs, designated school staff, regional PD intermediaries coaches/trainers and NH SPDG Management Team on Project RENEW.  
Coordinate the registration and logistics for the NH Transition COP Annual Transition Summit.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. 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 State FY. Carryforward of unexpended funds from one FY to the next will require prior approval. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. UNH expects to receive program income associated with the CoP conference and will use it in the additive method. State Account#: 06-056-56-562510-4107-072-502625 - FY14.

Budget Items	State Funding FY13	State Funding FY14	Total
1. Salaries & Wages	10,429	20,190	30,619
2. Employee Fringe Benefits	4,693	9,348	14,041
3. Travel	500	1,209	1,709
4. Supplies and Services	582	5,827	6,409
5. Equipment	0	0	0
6. Facilities & Admin Costs	1,296	2,926	4,222
Subtotals	17,500	39,500	57,000
Total Project Costs:			57,000

## 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 .