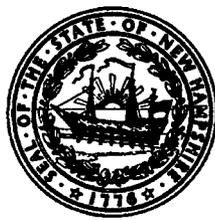


W



Frank Edelblut  
Commissioner

Paul K. Leather  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

September 26, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Gregory Amend, Roxbury, New Hampshire (vendor code 277309), in an amount not to exceed \$22,000.00, to provide technical assistance and information to schools and communities to consider Universal Design for Learning as a framework for creating and sustaining educational environments that are responsive to the needs of each learner, including those with disabilities, limited english proficiency, or those with accelerated learning needs, effective upon Governor & Council approval through June 30, 2018. 100% Federal Funds.

Funds to support this request are available in the account titled Special Education-Elem/Sec.;

	<u>FY'18</u>
06-56-56-562010-25040000-102-500371	\$22,000.00
Contracts for Program Services	

EXPLANATION

The New Hampshire Department of Education (Department) is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III; Gregory Amend will support the Department to provide information and resources to the New Hampshire Universal Design Network and professional development for all educators and community members regarding the advances in two fields: (1) the cognitive neuroscience of learning and individual differences, and (2) the universal design of educational technologies and multimedia to strengthen New Hampshire schools to identify ways that the three Core Principles of UDL influence the interconnected networks involved in learning, and make connections to each network to promote engagement; allow multiple means of representation, and to support action and expression that addresses variability and differentiation in the ways students can express what they know to be expert learners.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

September 26, 2017

Page Two

Gregory Amend will support the Department regarding the implementation of the New Hampshire Universal Design for Learning State Plan and the New Hampshire Universal Design for Learning Network; build and maintain a Universal Design for Learning (UDL) personal learning network through information resources and facilitate the continued sharing of information through the existing community of practice, while expanding the reach to all New Hampshire citizens via a multimedia campaign; and, support the Department with State and national keynote presentations including action research about the New Hampshire Universal Design for Learning State Plan and Network and make connections that UDL is a framework that supports other Department Initiatives and federal laws such as the Every Student Succeeds Act; the Office of Student Wellness; the New Hampshire State Systemic Improvement Plan (SSIP) to improve social emotional outcomes for preschool children with disabilities; New Hampshire Accessible Educational Materials (NHAEM); NH Vision Services; the New Hampshire Family School Partnerships; Personalized Learning; Competency-based Education, and Performance Assessment for Competency Education (PACE).

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period June 5<sup>th</sup>, June 6<sup>th</sup> and June 7<sup>th</sup>, 2017 and posted on the Department of Education's website. There were three (3) proposals submitted to the Request for Proposals "New Hampshire Universal Design for Learning Scholar."

A review committee consisting of Helene Anzalone, Education Consultant, Bureau of Special Education, Julie Couch, Assessment Administrator, Department of Education, and Kelly, Untiet, Communications Coordinator, Office of Student Wellness, reviewed the proposals received by the deadline. Gregory Amends proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Gregory Amend as he is a seasoned universal design (UDL) teacher and State UDL leader, overseeing the first NHUDL Campaign, helping New Hampshire UDL to the national stage and building the foundation for a State level UDL network. Mr. Amend has organized, created and presented in over a half-dozen national keynote presentations on UDL and UDL related topics.

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

Respectfully submitted,



Frank Edelbut  
Commissioner of Education

## Attachment A

### New Hampshire Universal Design for Learning Scholar

#### Proposal Criteria in the RFP

Significance of Proposal	40 points
Quality of Services to be provided	30 points
Content Knowledge	<u>30 points</u>
Total Possible Points	100 points

Three (3) proposals were received and scored

<u>Name of Bidder</u>	<u>Helene Anzalone</u>	<u>Julie Couch</u>	<u>Kelly Untiet</u>	<u>Peer Review</u>
Great Atlantic Learning Systems	75	90	70	77
Maura Hart	52	75	40	55
Gregory Amend	90	75	85	81

An RFP review occurred on Tuesday, July 25, 2017. The RFP review panel consisted of the following employees from the Department of Education:

#### Helene Anzalone

Helene has been with the Department of Education since December 1, 2014 as an Education Consultant. Helene works with public and private compliance monitoring, professional development training: Measurable Goals, Written Prior Notice, Accommodations and Modifications, the Special Education Process, and UDL.

Helene reviews & monitors Federal Grants; she has review several proposals received from the issuance of a request for proposals. Helene provides technical support to parents, districts and other stakeholders regarding New Hampshire and Federal Special Education Law.

Helen has her M.Ed., Moderate Special Needs & B.S. in Elementary Education with concentrations in special education and reading from Northeastern University. NH certified in Elementary Education (K-8), General Special Education, LD, ED, ID, and Special Education Administration. MA certified in Moderate Special Needs (5-12), Elementary Education & Reading; Trained as Wilson Reading Level 1 instructor; and Youth Mental Health First Aid trainer

Helene has seventeen years of teaching experience in New Hampshire schools as a special education teacher; seven years in the MA public schools and private special education schools and six years as a district sped administrator (3 years each in 2 districts).

#### Julie Couch

Julie is the Assessment Administrator for the Department of Education; she oversees the state-wide alternative assessments. Prior to coming the Department, Julie was the Title 1 grant manager for a school district and was responsible for evaluating the reading teachers in the school district. She has 24 years of experience in the field of education as both a teacher and an administrator.

## Attachment A (cont'd)

### New Hampshire Universal Design for Learning Scholar

Kelly Untiet

Communications Coordinator, Office of Student Wellness

Kelly oversees marketing, communication, and outreach campaigns to educate NH communities about the Office of Student Wellness as well as behavioral and mental health issues and the risks for behavioral health problems, including substance abuse. Kelly has created a strategic communication plan for the Office, as well as created several promotional items including brochures, flyers, PowerPoint presentations, tradeshow collateral, and tradeshow exhibitor materials. Kelly created the Office of Student Wellness website, [www.NHStudentWellness.org](http://www.NHStudentWellness.org); she maintains the Office's presence on the Department of Education's internal communication network, the NH Network. Kelly began a monthly email newsletter for those interested in student wellness including project partners, families, and youth, she is a liaison with all State and local grant partners including local school districts to fulfill marketing, communication, and outreach objectives and goals; acts as a chair of the NH Children's Behavioral Health Collaborative Social Marketing and Communications Workgroup. Is an active member of the Youth Suicide Prevention Assembly; facilitated the development of a mobile application to promote and foster professional development opportunities for NH educators.

Kelly participates in the planning of NH's observance of Children's Mental Health Awareness Day, a family engagement event; she participated in the planning of the First Annual NH Governor's Summit on Substance Misuse; and acts as Office liaison for the Family Engagement Workgroup and participated in the creation and dissemination of a statewide family engagement survey and the creation of a commonly used family and youth engagement practice profile. Kelly participates in grant writing, procurement, and evaluation responsible for aligning Office of Student Wellness activities with the Department of Education's strategic document, Vision 2.0.

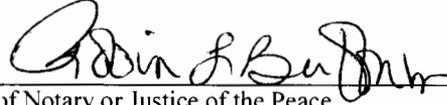
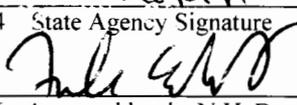
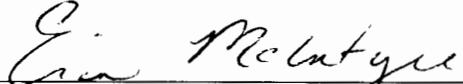
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Education, Bureau of Special Education		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Gregory Amend		1.4 Contractor Address 22 Middletown Road Roxbury, New Hampshire 03431	
1.5 Contractor Phone Number 603-338-0049	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$22,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau Administrator, Bureau of Special Education		1.10 State Agency Telephone Number 603-271-3791	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg Amend	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Cheshire</u> On <u>Sept. 18, 17</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 Signatures of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]  </div> <div style="text-align: right;"> <b>ROBIN L. BUFFUM, Justice of the Peace</b>                      My Commission Expires June 7, 2022                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Robin L Buffum			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>10-5-17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/11/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

## **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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

Gregory Amend, will provide the following services to the New Hampshire Department of Education:

#### **New Hampshire Universal Design for Learning Scholar**

Provide technical assistance and information to schools and communities to consider Universal Design for Learning as a framework for creating and sustaining educational environments that are responsive to the needs of each learner, including those with disabilities, limited english proficiency, or those with accelerated learning needs).

**Priority 1:** Support the Department regarding the implementation of the New Hampshire Universal Design for Learning State Plan and the New Hampshire Universal Design for Learning Network.

**Priority 2:** Build and maintain a Universal Design for Learning (UDL) personal learning network through information resources and facilitate the continued sharing of information through the existing community of practice, while expanding the reach to all New Hampshire citizens via a multimedia campaign.

**Priority 3:** Support the Department with State and national keynote presentations including action research about the New Hampshire Universal Design for Learning State Plan and Network and make connections that UDL is a framework that supports other Department Initiatives and federal laws such as the Every Student Succeeds Act; the Office of Student Wellness; the New Hampshire State Systemic Improvement Plan (SSIP) to improve social emotional outcomes for preschool children with disabilities; New Hampshire Accessible Educational Materials (NHAEM); NH Vision Services; the New Hampshire Family School Partnerships; Personalized Learning; Competency-based Education, and Performance Assessment for Competency Education (PACE).

- Assist the Department with activities designed to coordinate the New Hampshire Universal Design for Learning Network and implement the NH Universal State Plan.
- Provide technical assistance to districts regarding revision of policies, procedures and practices that meet federal and/or State guidelines regarding the implementation of Universal Design for Learning Principles and Framework.
- Produce, in conjunction with Department staff to design technical assistance documents for statewide dissemination. All documents created shall be the property of the Bureau of Special Education.
- Participate in State and national workgroup meetings and conferences related to the New Hampshire Universal Design for Learning Network and implement the NH Universal State Plan.
- Participate in Department meetings periodically to share information as required; and attend other assigned meetings that support the Department initiatives.

Initial GJA  
Date 9/18/17

Exhibit B

Budget

Budget

	FY'18
Professional services (\$65.00 per hour) (including travel time)	\$20,000.00
National Conferences ~ Travel and Registration	\$ 2,000.00
Total	\$22,000.00

Limitations on Price: This contract will not exceed \$22,000.00

Source of Funding: Funding for this contract is 100% Federal Funds from the account titled Special Education-Elem/Sec. as follows:

Account: 06-56-56-562010-25040000-102-500731                      FY'18  
Contracts for Program Services    \$22,000.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10<sup>th</sup> of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Invoices will be submitted to:

Mary Lane, Project Director  
New Hampshire Universal Design for Learning Scholar  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, New Hampshire 03301

Initial GJA  
Date 9/18/17

Exhibit C

Authorize the Department of Education to amend Section 14.1.1 general liability insurance to Professional Liability insurance in the amount of \$1 million.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached auto insurance declaration page.

Initial GJA  
Date 9/18/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2016

**PRODUCER**  
Allstate Insurance Ryan Mahoney Agency  
970 Calef Highway  
Barrington NH 03825  
603-664-7979

**INSURED**  
Gregory Amend  
[REDACTED]

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION / TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO IDENTIFIED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>A</b> <b>UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE Professional DEDUCTIBLE RETENTION \$	[REDACTED]	11/02/2016	11/02/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC/STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord, NH 03301

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE: [Signature]

# Amended auto policy declarations

Your policy effective date is April 4, 2017

Platinum Gold Standard Value Plan



Information as of April 24, 2017

## Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2005 Honda Element	[REDACTED]	\$263.61
2014 Honda Cr-V	[REDACTED]	239.24
Additional coverages		80.51
<b>Total*</b>		<b>\$583.36</b>

\* Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

## Discounts (included in your total premium)

Safe Driving Club®	\$167.79	Multiple Policy	\$64.35
Responsible Payer	\$39.76	Early Signing	\$41.80
Homeowner	\$26.58	Preferred Package	\$50.65
Allstate eSmart®	\$51.34	Passive Restraint	\$2.35
Antilock Brakes	\$35.53	Electronic Stability Control	\$13.99

**Total discounts \$494.14**

## Policy discounts \$442.27

Safe Driving Club®	\$167.79	Homeowner	\$26.58
Multiple Policy	\$64.35	Preferred Package	\$50.65
Responsible Payer	\$39.76	Allstate eSmart®	\$51.34
Early Signing	\$41.80		

## 2005 Honda Element discounts \$16.62

Passive Restraint	\$1.18	Antilock Brakes	\$15.44
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## 2014 Honda Cr-V discounts \$35.25

Passive Restraint	\$1.17	Antilock Brakes	\$20.09
Electronic Stability Control	\$13.99		

## Listed drivers on your policy

Gregory Amend - [REDACTED]

## Summary

Named Insured(s)  
**Gregory J [REDACTED] Amend**

Mailing address

[REDACTED]

Policy number

[REDACTED]

Your policy provided by  
**Allstate Fire and Casualty Insurance Company**

Policy period  
 Beginning **April 4, 2017** through **October 4, 2017** at 12:01 a.m. standard time

Your policy changes are effective  
**April 22, 2017**

Your Allstate agency is

**Ryan Mahoney**  
 970 Calef Highway  
 Barrington NH 03825  
 (603) 664-7979  
 RyanMahoney@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Policy number: XXXXXXXXXX  
 Policy effective date: April 4, 2017

### Coverage detail for 2005 Honda Element

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$133.71
 Bodily Injury	\$250,000 each person \$500,000 each occurrence		
 Property Damage	\$100,000 each occurrence		
 Automobile Medical Payments	\$1,000 each person	Not applicable	\$2.74
 Auto Collision Insurance	Actual cash value	\$500	\$81.28
 Auto Comprehensive Insurance	Actual cash value	\$500	\$20.63
 Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	\$17.25
 Towing and Labor Costs	\$100 each disablement	Not applicable	\$8.00
 Sound System	Not purchased*		
Tape	Not purchased*		
<b>Total premium for 2005 Honda Element</b>			<b>\$263.61</b>

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Alistate agent to discuss coverage options and other products and services that can help protect you.

**Rating information**

- This vehicle is driven over 7,500 miles per year, 10 - 20 miles to work/school

### Coverage detail for 2014 Honda Cr-V

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$54.07
 Bodily Injury	\$250,000 each person \$500,000 each occurrence		
 Property Damage	\$100,000 each occurrence		
 Automobile Medical Payments	\$1,000 each person	Not applicable	\$2.73
 Auto Collision Insurance	Actual cash value	\$500	\$127.00
 Auto Comprehensive Insurance	Actual cash value	\$500	\$30.19
 Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	\$17.25
 Towing and Labor Costs	\$100 each disablement	Not applicable	\$8.00
 Sound System	Not purchased*		

(continued)

Amended auto policy declarations

Policy number: [REDACTED]

Policy effective date: April 4, 2017



Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
<b>Total premium for 2014 Honda Cr-V</b>			<b>\$239.24</b>

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.



Lienholder  
St Marys Bank

**Rating Information**

- This vehicle is driven over 7,500 miles per year, 10 - 20 miles to work/school

**Additional coverage**

The following policy coverage is also provided.

Coverage	Limits	Deductible	Premium
Uninsured Motorists Insurance for Bodily Injury	\$250,000 each person \$500,000 each accident	Not applicable	\$80.51
Automobile Death Indemnity Insurance	Not purchased*		
Automobile Disability Income Protection	Not purchased*		
<b>Total</b>			<b>\$80.51</b>

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

**Your policy documents**

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- New Hampshire Allstate Fire and Casualty Insurance Company Insurance Policy - AFA41
- New Hampshire Auto Policy - Amendatory Endorsement - AFA52-3
- Drivewise® Enrollment Endorsement - AU14705
- Allstate Value Plan Amendatory Endorsement - AU12983

Allstate Fire and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

*Steven P. Sorenson*  
Steven P. Sorenson  
President

*Susan L. Lees*  
Susan L. Lees  
Secretary



# Gregory Amend

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## SUMMARY

Effective communicator who uses clear and consistent messages to create shared visions and empower others. Understands the inherent power school cultures possess and has the aptitude to stimulate paradigm shifts within and around them. Makes strategic decisions by considering the interconnectedness of school and community subsystems and stakeholders.

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## EXPERIENCE

### Vilas Middle School, Alstead, NH

2009-Present

- Co-Lead Teacher
  - Language Arts Teacher: Grades 6, 7, 8
  - Graduation Director
  - NHDOE Universal Design for Learning Cohort I Member
  - NHDOE Performance Assessment for Competency Education Participant
  - SAU 60 Performance Literacy Competency Leadership Team
  - 2014 SAU 60 Test Pilot Coordinator: One-to-One Chromebooks
  - 2013 SAU 60 Test Pilot Coordinator: Classroom Chromebooks and Google Docs
  - 2011 New Teacher Mentor
  - 2010-2013 Vilas Theater Director
  - 2009-2012 Vilas Boys Soccer Coach
  - SAU 60 Previous Committee Member: Policy, Writing, Reading, District Assessment, Summer Grant Proposal, Vilas Site Based, Response to Intervention, Technology, and Joint Loss
  - SAU 60 Workshop Host: Video as Writing, Google Docs, and Collaborative Technology
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## PRESENTATIONS

- Amend, G., & Gilbert, J. (2017). *Squish the fish: A universal design for learning journey*. Southern New Hampshire University, NH.
- Lane, M., Anzalone, H., Behnke, K., Chamberlin, S., Gibbs, B., Bick, J., Amend, G., Cunha, J., & Shields, M. (2017). *From exploration to implementation*. UDL-IRN Summit, University of Central Florida, FL.
- Lane, M., Behnke, K., Amend, G., Crawford, B., Boston, C. (2016). *The New Hampshire story of transformation: New Hampshire UDL Implementation Academy*. The Council of Administrators of Special Education and the National Association of State Directors of Special Education Conference, Milwaukee, WI.
- Amend, G., Crawford, B., Rowe, G. (2016). *Disengagement is thriving*. CAST Summer Symposium, Harvard University, MA.
- Amend, G., et. al. (2016). *Universal design for learning implementation panel*. CAST Summer Symposium, Harvard University, MA.
- Amend, G. (2016). *Combining NHDOE statewide initiatives in the classroom*. NHDOE State Board Meeting, Concord, NH.

- Lane, M., Amend, G., Boston, C. (2016). *Universal design for learning*. NHDOE SIG Meeting. Plymouth State University, NH.
  - Lane, M., Amend, G., Crawford, B., Boston, C., Rowe, G. (2016). *The New Hampshire story of transformation*. UDL-IRN Summit, Towson University, MD.
  - Amend, G. & Amend, K. (2012). *Enhancing writing with Google documents*. Christa McAuliffe Technology Conference, NH.
  - Amend, G. & Amend, K. (2012). *iBooks in the classroom*. Christa McAuliffe Technology Conference, NH.
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## **EDUCATION**

### **Keene State College, Keene, NH**

Post Graduate Principal Certification (4.0)

### **Walden University, Minneapolis, MN**

M.S. Leadership: Sustainability (4.0)

### **Rhode Island College, Providence, RI**

B.Ed. English (3.9)

### **University of New Mexico, Albuquerque, NM**

Creative Writing (3.9)

### **Community College of Rhode Island, Warwick, RI**

A.A. English (3.9)

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## **HONORS AND ACTIVITIES**

- NHDOE Universal Design for Learning Campaign Manager
- NHDOE Universal Design for Learning Academy Twitter Account Manager
- New Hampshire Teacher of the Year Nominee
- SAU 60 Helena F. Dutton Teacher of the Year Nominee
- Fall Mountain Educational Endowment Association Grant Recipient: Aviation Engineering Club
- Institute of Electrical and Electronic Engineers Grant Recipient: Classroom iPad Pilot
- Target Reading/Art Grant Recipient: Bridging Literacy Gaps Through Graphic Novels
- Fall Mountain Educational Endowment Association grant recipient: Graphic Novel Author Visit
- Bellows Falls Union High School Girls JV Basketball Coach
- Kids on Campus, Keene State College Instructor
- Cofounder and Officer of the English Educators' Network of Rhode Island College
- Donald F. Lyons Scholarship (teaching-based)
- *Blue Mesa Review* Literary Editor
- Amigo Scholarship (academic-based)
- Community College of Rhode Island Alumni Scholarship (leadership-based)
- Robert F. Dalton Scholarship (creative writing-based)
- Officer of the French and German Club of the Community College of Rhode Island
- Officer of the Artful Afternoon Club of the Community College of Rhode Island