

N



Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 17, 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 Allyson Vignola, Barnstead, New Hampshire (vendor code 160250), in an amount not to exceed \$24,000.00 as a Regional Master Educational Surrogate Parent, who will be responsible for: (1) providing management and support for trained and certified volunteer educational surrogate parents and (2) accepting temporary educational surrogate parent appointments for students in specific situations that require her special education expertise or require immediate appointment; effective July 1, 2017 or upon Governor and Council approval, whichever is later, through June 30, 2019. 100% Federal funds.

Funds to support this request are anticipated to be available in the account titled Special Education- Elem/Sec., contingent upon legislative approval of the next two biennial budgets.

	<u>FY'18</u>	<u>FY'19</u>
06-56-56-562510-41100000-102-500731	\$12,000.00	\$12,000.00
Contacts for Program Services		

EXPLANATION

The New Hampshire Department of Education is responsible for training and appointing volunteer educational surrogate parents for those educationally disabled students whose parents are unable to be located, are unknown, the child is under legal guardianship of DCYF, a court has issued a written order for an educational surrogate parent, or a child is found to be homeless in accordance with the McKinney Vento Act. The Educational Surrogate Parent Program serves infants and toddlers ages 0 to 3 years and students up to the age of 21 years.

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All requests and application materials for educational surrogate parents undergo a referral process based on the Rules prescribed in the New Hampshire Rules for the Education of Children with Disabilities, effective June 30, 2008, amended December 1, 2010 and amended May 4, 2014.

The Department of Education prepared and published a Request for Proposals (RFP) for up to five (5) Regional Master Surrogate Parents in the Union Leader, for the period November 16th, November 17th and November 18th, 2016 and posted on the Department website.

A review committee consisting of Joanne DeBello, Education Consultant, Bureau of Special Education, Bridget Brown, Education Consultant, Bureau of Special Education, Sherry Burbank, Education Consultant, Bureau of Special Education and Janelle Cotnoir, Program Specialist III, Bureau of Special Education reviewed the two (2) proposals received by the deadline; both proposals met the criteria of the Request for Proposals (Attachment A).

This contract is one of two (2) to provide services as a Regional Master Educational Surrogate Parent who will be responsible for providing management and support to trained and certified volunteer educational surrogate parents in their region of the State. In addition, these Master Surrogate Parents will be responsible for temporary educational surrogate parent appointments in situations that are viewed by the Department of Education, Bureau of Special Education, to need a Master Educational Surrogate Parent level of expertise, or a child is found to be homeless in accordance with the McKinney Vento Act.

The Department of Education would like to contract with Ms. Vignola for the Lakes Region of the State. Ms. Vignola has her Master's Degree in Special Education, has held New Hampshire master teacher certifications in early childhood education and general special education with endorsements in specific learning disabilities and emotional behavioral disorders and been involved in the Educational Surrogate Parent Program since 2008, and has a strong working knowledge of the Lakes Region where she has worked. Ms. Vignola helped construct the current training program that educational surrogate parents must complete to become a certified Educational Surrogate Parent and has represented thirty-two students in her role as an Educational Surrogate Parent since 2008.

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

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A

Educational Surrogate Parent Program; Regional Master Surrogate Parents

Proposal Criteria in the RFP

Significance of Proposal:	40 points
Quality of Services:	
Content Knowledge:	30 points
Technical Skills:	30 points
Possible Points:	100 points

Two (2) proposals were received and scored

	Bridget Brown	Sherry Burbank	Joanne DeBello	Janelle Cotnoir	Ave
Allyson Vignola	65	80	77	90	78
Patricia Eddy	76	74	73	95	80

An RFP review occurred on January 3, 2017. The RFP review panel consisted of the following employees from the Department of Education, Bureau of Special Education:

Bridget Brown, Education Consultant, Department of Education; Dispute Resolution Coordinator, Complaint Investigation Program Coordinator, NH Rules for the Education of Children with Disabilities, NH Procedural Safeguards, Indicator 11, Developer; Special Education Policies and Procedures Manual, Training Facilitator.

Joanne DeBello, Education Consultant, Department of Education; Compliance & Improvement Monitoring, Program Approval (Private Special Education programs and Public schools), IDEA Grant Reviewer, Department of Correction Interagency Team, Residential Licensing, Training Facilitator.

Sherry Burbank, Education Consultant, Department of Education; Indicator 1, 2, & 13, IDEA Grant Reviewer, Department of Correction Education Consultant, Significant Disproportionality Data Manager.

Janelle Cotnoir, Educational Surrogate Parent Program Coordinator; IEP Meeting Facilitator Program Coordinator, Indicator 14, Indicator 13 monitoring, Compliance & Improvement Monitoring, Program Approval (Private Special Education programs and Public schools), Creating Trauma-Sensitive Schools Program Coordinator.

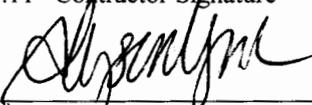
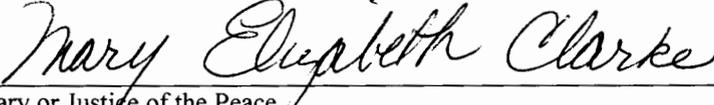
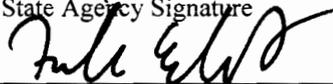
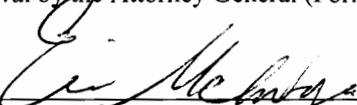
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Allyson Vignola		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$24,000.00
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 Allyson Vignola, Master Ed Surrogate Lake Region	
1.13 Acknowledgement: State of NEW HAMPSHIRE County of BELKNAP On <u>8 MARCH, 2017</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 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MARY ELIZABETH CLARKE, NOTARY PUBLIC			
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>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/23/17</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

Allyson Vignola will provide the following services:

Educational Surrogate Parent Program: Regional Master Surrogate Parent for the Lakes Region of the State for the New Hampshire Department of Education, Bureau of Special Education.

- Temporary educational surrogate parent assignments in the Lakes Region in situations that require immediate appointment and situations that are viewed by the Department of Education to need a master educational surrogate parent's knowledge and skills.
- Provide support trained volunteer educational surrogate parents in the Lakes Region via phone calls and e-mail.
- Prepare Monthly Reports to be submitted in conjunction with each monthly invoice. Each report will detail the kind of support and the time that was provided to volunteer educational surrogate parents in the Lakes Region and the time provide to complete other activities related to the individual surrogate parent appointment(s).
- Prepare a Final Report detailing the accomplishments and challenges of educational surrogate parents with proposed ideas to successfully move the project forward.

Initial AV
Date 3/8/17

Exhibit B

Budget

Description of Services	FY'18	FY'19
	July 1, 2017-June 30, 2018	July 1, 2018- June 30, 2019
Professional services (\$35.00 per hour) (includes travel time)	\$12,000.00	\$12,000.00
Total	\$12,000.00	\$12,000.00

Limitation on Price: This contract will not exceed \$24,000.00

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

Account: 06-56-56-562510-41100000-102-500731	<u>FY'18</u>	<u>FY'19</u>
Contracts for Program Services	\$12,000.00	\$12,000.00

Method of Payment:

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

Janelle Cotnoir, Project Director
Educational Master Surrogate Parent Program
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301

Initial
Date 8/17

Exhibit C

Authorize the Department of Education to amend Section 14.1.1 general liability insurance to professional liability insurance.

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 AV
Date 11/17/17

CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED
06/08/20

PRODUCER
Insurance Plus 800-964-0158
Willis of New York, Inc., Brookfield Place
200 Liberty Street, 6th Floor
New York, NY 10281

INSURED
Allyson R Vignola
[REDACTED]

THIS CERTIFICATE 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 BELONGING TO THE INSURED.

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: Aspen Specialty Insurance Company 10717
Report all claims to Insurance Plus Program via e-mail at
ProfessionalLiabilityClaims@aspen-insurance.com
INSURER B:
INSURER C:

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 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.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	[REDACTED]	06/08/2016	06/08/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUS. PERS. PROP. AGG / DED \$ 1,000 / \$250
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC				
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				
	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y / N <input type="checkbox"/>			WG STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	#LRAFVTX15AOM	06/08/2016	06/08/2017	2,000,000 per occurrence / \$3,000,000 annual aggregate

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

Not Applicable

CERTIFICATE HOLDER

NH Department of 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 10 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

Kenneth S. Hieber



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AMENDED DECLARATION

XS

EFFECTIVE 08/16/16

PERSONAL AUTOMOBILE POLICY

REASON FOR AMENDMENT: DELETE VEHICLE

POLICY NUMBER [REDACTED]	POLICY PERIOD FROM 09/30/15 TO 09/30/16	COVERAGE IS PROVIDED IN THE ALLMERICA FINANCIAL BENEFIT INS	AGENCY CODE 280117800
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NAMED INSURED AND ADDRESS

AGENT

[REDACTED]
 ALLYSON VIGNOLA
 [REDACTED]

TELEPHONE: 603-225-6611
 DAVIS & TOWLE GROUP, INC
 PO BOX 1260
 CONCORD, NH 03302

POLICY PERIOD-12:01 AM STANDARD TIME

VEHICLES COVERED

UNIT	ST	TER	YR	MAKE	DESC	VIN	STAMT
002	NH	048	09	KIA	BORREGO	[REDACTED]	
003	NH	048	99	SAA	9-3 4D	[REDACTED]	
004	NH	048	14	CHEV	SLVRDO	[REDACTED]	

INSURANCE IS PROVIDED WHERE A PREMIUM & LIMIT OF LIABILITY IS SHOWN FOR COVERAGE

COVERAGES AND LIMITS OF LIABILITY

PREMIUMS PER UNIT

	02	03	04
A. BODILY INJURY - EACH PERSON - \$ 100,000			
- EACH OCCURRENCE - \$ 300,000	\$ 355.00	293.00	374.00
A. PROPERTY DAMAGE-EACH OCCURRENCE - \$50,000	\$ 279.00	190.00	313.00
B. MEDICAL PAYMENTS-\$5,000 PER PERSON	\$ 81.00	42.00	58.00
C. UNINSURED MOTORIST-EACH PERSON-\$ 100,000			
-EACH OCCURRENCE-\$ 300,000	\$ 46.00	46.00	46.00
D. DAMAGE TO YOUR AUTO-ACTUAL CASH VALUE MINUS			
1. COLLISION- DEDUCTIBLE \$500	\$ 599.00		788.00
2. OTHER THAN COLLISION DEDUCTIBLE \$500 FULL COVERAGE GLASS	\$ 119.00		207.00
ADDITIONAL COVERAGE			
OPT. LIMITS TRANS. EXP. \$40/DAY-\$1200 MAX	\$ 46.00		46.00
ROADSIDE ASSISTANCE	\$ 11.00		11.00
DRIVESMART ADVANTAGE	\$ 122.00	45.00	148.00

RATE MODIFICATIONS APPLIED TO THIS POLICY

	UNIT 02	UNIT 03	UNIT 04
AUTO/HOME COMBINATION	UNIT 02	UNIT 03	UNIT 04
DRIVESMART ADVANTAGE	UNIT 02	UNIT 03	UNIT 04
COLLISION DEDUCTIBLE DIVIDEND \$ 300	UNIT 02	UNIT 03	UNIT 04
MULTI-CAR DISCOUNT APPLIES	UNIT 02	UNIT 03	UNIT 04
GROUP DISCOUNT	UNIT 02	UNIT 03	UNIT 04

TOTAL PREMIUM PER UNIT \$ 1658.00 616.00 1991.00
 PREV PREMIUM \$5317.00 CHANGE \$1052.00 CHANGE IN PREMIUM \$129.00CR
 TOTAL POLICY PREMIUM \$ 4265.00

CONTINUED ON NEXT PAGE

DIRECT BILLED

08/19/16

PAGE 01 OF 02

ORIGINAL/INSURED

231-0617 (6-95)

Allyson Vignola

Certifications	Previously held NH Master Teacher Certifications: General Special Education, Early Childhood Education With NH Endorsements: Specific Learning Disabilities, Emotional Behavior Disorders Previously held MA certification: Elementary Education Grades 1-6		
Special Trainings	Educational Surrogate Parent, IEP Team Facilitator, NH Alternate Learning Progressions assessment (NH ALPs), Positive Behavior Intervention and Supports (PBIS), Picturing Writing, 6 Traits Writing, Developmental Reading Assessment (DRA), Project READ, Framing Your Thoughts, American Sign Language, Sensory Integration Disorders, ADD/ADHD, Augmentative Communication and Assistive Technology, juvenile sex offenders, supervision of classroom assistants, Therapeutic Crisis Intervention (TCI), Non-Violent Crisis Intervention (CPI)		
Education	2002-2005	Plymouth State University	Plymouth, NH
	Master of Education		
	▪ Special Education		
	1995-1998	Assumption College	Worcester, MA
	Bachelor of Arts, Summa Cum Laude		
	▪ Social Rehabilitation Services and Elementary Education		
Professional experience	Aug 2013- current	ACT, Inc	Iowa City, IA (remote employee)
	Accessibility Specialist, IV		
	▪ Utilize concepts of Universal Design for Learning and current assessment design research to help design tests that are accessible to all test takers.		
	Sept 2008- current	NH Department of Education	Concord, NH
	Master Educational Surrogate Parent- Lakes Region		
	▪ Designed and delivered statewide trainings for Educational Surrogate Parents and IEP Team Facilitators, utilizing deep working knowledge of Special Education process, procedures, and laws. Manage Educational Surrogate Parents of the Lakes Region, in addition to representing students of various ages and abilities in complicated cases with multi-agency involvement.		
	Sept 2007-2014	NH Department of Education	Concord, NH
	Alternate Assessment Coach		
	▪ Developing and implementing statewide trainings and materials for NH Alternate Learning Progressions (NH ALPs), supporting teams in instructing and assessing students with severe cognitive disabilities. Worked with state and national content and sensory access experts to revise NH's Alternate Assessment and create the NH ALPs.		
	Sept 2004-June 2007	Barnstead Elementary School	Barnstead, NH
	Special Education Teacher/ Preschool Coordinator		
	▪ Developing and implementing IEP goals and objectives, on-going formal and informal assessment, community education/outreach and Child Find activities, curriculum development and implementation in an inclusion environment, supervision of classroom assistants and paraprofessionals, facilitation of team meetings, LD and SED consult to special education teams		
	Aug 2003- June 2004	Shaker Road School	Concord, NH
	Second Grade Classroom Teacher		
	Sept 2000- June 2003	Pine Haven Boys Center	Suncook, NH
	Special Education Teacher		
Professional Activities	NH ALPs scoring trainer/leader 2008-2014, Beyond Access for Assessment Accommodations Field Consultant, NH Alt Advisory, Special Education Expert Panelist for NAAC and UNCC EAG grants, BES PBIS Targeted Team, Belknap County Early Learning Council, Preschool Technical Assistance Network, NECAP Bias and Sensitivity Review Committee, NH Alt Assessment scorer/table leader 2001-2007		