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

January 4, 2016

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, Bureau of Special Education to exercise a renewal option on a **sole source** cooperative agreement with Keene State College, Keene NH (Vendor Code #177865), originally approved by Governor and Council on May 1, 2013 (Item #85C) and amended on May 23, 2014 (Item #67), in an amount not to exceed \$83,000.00 to continue to develop and implement a website for the accessing of all training materials and resources developed under the State Personnel Development Grant (SPDG) as well as assist with development of training to be provided to educators, effective upon Governor and Council approval for the period of July 1, 2016 through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled State Program Implementation, as follows:

		<u>FY2017</u>
06-056-56-562510-41070000-0072-502625	Grants-Federal	\$83,000.00

EXPLANATION

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant (SPDG) from the U.S. Department of Education, Office of Special Education Programs (OSEP). This request is **sole source** because New Hampshire was awarded this grant with the provision that the partners identified in the proposal would be funded to assist the Department of Education in meeting the goals and objectives of the grant.

These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services, as detailed in the grant, include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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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, which 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.

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

- Participate in the NH Leadership Team (LT) monthly meetings.
- Participate in the NH Transition Community of Practice (CoP).
- Participate in Extended Learning Opportunities (ELOs) Work Group to oversee the delivery and monitoring of ELO training.
- Support regional cadres of trained ELO coaches.
- Participate in the Transition Planning Workgroup to develop a structure to accomplish reviewing LEA current practices and developing and implementing plans that will impact the local needs.
- Participate in Evaluation Workgroups to help with the development of fidelity instruments, and assist with training on their use.
- Transition Resource Portal: Enhance the Transition Resource Portal, connected to the Keene State College website. Review current content and technical platform. Identify possible resources to be developed and made available on the website. Develop architecture for redesigned, accessible, and expanded online learning and teaching tool. Begin implementation of new design and development of resources. Support regional intermediaries in their use of the Portal as needed. Participate in a leadership role in developing strategies to increase incorporation of evidenced-based transition practices into IHE teacher preparation programs.

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

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/17**. 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: **Next Steps 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: Santina Thibedeau
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 603-271-6693

Campus Project Administrator

Name: Penny Miceli
 Address: Keene State College
229 Main Street, MSC 3510
Keene, NH 03435

Phone: 603-358-2427

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Amy Aiello
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 206-271-1536

Campus Project Director

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

Phone: 603-358-2872

F. Total State funds in the amount of **\$83,000.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **H323A120003** from **US Department of Education** under CFDA# **84.323A**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

By An Authorized Official of:

Keene State College

Name: Jay Kahn

Title: Vice President for Finance and Planning

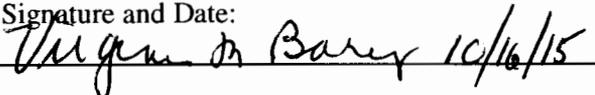
Signature and Date:  10/28/15

By An Authorized Official of:

Department of Education

Name: Virginia M. Barry, Ph.D.

Title: Commissioner of Education

Signature and Date:  10/16/15

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

Name: *Erin McIntyre*

Title: *Attorney*

Signature and Date:  11/27/12

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Next Steps NH (SPDG)
- B. Project Period:** July 1, 2016 or date of Governor and Council Approval, whichever comes later, to June 30, 2017 The grant was awarded to the New Hampshire Department of Education for five years.
- C. Objectives:** Objective 1: To develop the capacity of those providing PD on Extended Learning Opportunities (ELOs), transition planning, and parent engagement, and to define the expectations and commitment of those receiving PD.
Objective 2: To increase the knowledge and skills of NH special and general educators, related service personnel, and administrators in the design, implementation with fidelity, and sustainability of evidence-based Extended Learning Opportunities.
Objective 3: To increase the use of best practice, evidence-based transition planning, including enhanced parent engagement strategies.
Objective 4: To sustain the use of ELO, transition planning, and parent engagement strategies, through evidence-based and quality coaching.
Objective 5: To increase the use of implementation, intervention, and outcome data to support decision making at the school, LEA, and state level.
Objective 6: To ensure LEA administrators are trained to support their staff and initiatives to develop quality academic IEP goals linked to the CCSS and to implement school improvement model and communication interventions in their schools.
Objective 7: To develop a regional training and coaching model to sustain delivery of grant services throughout the state.
Objective 8: To enhance the inclusion of evidence-based training materials on ELOs, transition planning, and parent/family engagement in IHE preservice training programs to sustain delivery of grant services throughout the state.
- D. Scope of Work:**
- Participate in the NH Leadership Team (LT) and other related meetings, and associated preparation and follow-up work. LT work will span all objectives.
 - Transition Resource Portal: Enhance the TRP (Next Steps NH website, the Beyond Classroom website and the project presence on social media), connected to the Keene State College website. Continue to support regional intermediaries in using the TRP in their training and coaching work. Make project materials available on the TRP as they are finalized. Collect and analyze usage statistics and use the results to inform improvements. Complete IHE/educator preparation component of the TRP. Continue to implement the project's social media strategy and to curate TRP content. Complete and release a final phase of the TRP, including test cycles in the release.
 - IHE preservice training programs: Continue to coordinate efforts with Management Team (MT) and LT. Revise transition competencies and finalize program improvement tools based on feedback from KSC and Plymouth State (PSU) program improvement efforts. Continue to implement transition program improvements at KSC in the Special Education program coursework and field experiences. Conduct a final needs assessment and develop a final action plan to implement at KSC during academic year 2016-17. Support implementation of PSU's action plan, and provide resources as requested to faculty to improve their knowledge and skills. Support PSU revisions of action plans, evaluation materials, etc. Collaborate with NSNH Management Team to plan regular meetings with PSU project team for updates and support.
- E. Deliverables Schedule:** See Scope of work above.

F. Budget and Invoicing Instructions: Budget (through June 30, 2017)

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

Line Item	FY2017
Personnel	59,259
Benefits	8,193
Travel	3,000
Supplies	900
Contracted	5,000
Printing, copying, telecomm	500
Total Direct Costs	76,852
Indirect Cost 8%	6,148
Total Costs	83,000

Total Project costs: \$83,000

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

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

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

Approved
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11/13/02

DONALD S. HILL
Commissioner
(603) 271-3201

September 27, 2002

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contact award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this ____ day of _____, 20___, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The 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.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will 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 requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

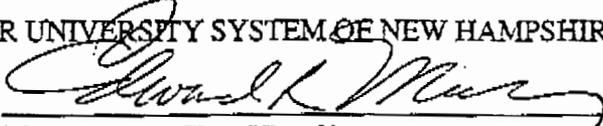
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

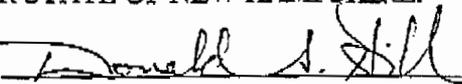
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

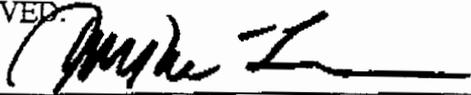
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

G.C. Approval Date:
May 23, 2014
Item# 67



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

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

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

April 14, 2014

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 exercise two years of a renewal option to a **Sole Source** cooperative agreement with Keene State College, Keene, NH (Vendor Code 177865), originally approved by Governor and Council on May 1, 2013 (item #81C), to continue to develop and implement a website for accessing of all training materials and resources developed under the State Personnel Development Grant (SPDG) as well as assist with development of training to be provided to educators, effective upon Governor and Council approval for the period effective from July 1, 2014 through June 30, 2016 in an amount not to exceed \$192,000.00. **100% Federal funds.**

Funding is available in account titled State Program Implementation pending legislative approval of the next biennium budget, as follows:

	<u>FY2015</u>	<u>FY2016</u>
06-056-56-562510-41070000-072-502625 Contracts for Program Services	\$96,000.00	\$96,000.00

Authorize the Department of Education to exercise a renewal option on this contract for one additional fiscal year, pending legislative approval of the next successive biennial budget, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject to 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. This request is **sole source** because 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.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page Two
April 14, 2014

These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

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.

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

- Participate in the NH Leadership Team (LT) monthly meetings.
- Participate in the NH Transition Community of Practice (CoP).
- Participate in Extended Learning Opportunities (ELOs) Work Group to oversee the delivery and monitoring of ELO training.
- Support regional cadres of trained ELO coaches.
- Participate in the Transition Planning Workgroup to develop a structure to accomplish: reviewing LEA current practices and developing and implementing plans that will impact the local needs.
- Participate in Evaluation Workgroups to help with the development of fidelity instruments, and assisting with training on their use.
- Transition Resource Portal: Enhance the Transition Resource Portal, connected to Keene State College website. Review current content and technical platform. Identify possible resources to be developed and made available on the website. Develop architecture for redesigned, accessible, and expanded online learning and teach tool. Begin implementation of new design and development of resources. Support regional intermediaries in their use of the Portal as needed. Participate in a leadership in developing strategies to increase incorporation of evidenced-based transition practices into IHE teacher preparation programs.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page Three
April 14, 2014

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year 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

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Education

and the

Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Next Steps 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: Santina Thibedeau
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 603-271-6693

Campus Project Administrator

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

Phone: 603-358-2427

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Mary Steady
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 206-271-3730

Campus Project Director

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

Phone: 603-358-2872

Campus Authorized Official *tl*
 Date *2-25-14*

F. Total State funds in the amount of **\$192,000.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **H323A120003** from **US Department of Education** under CFDA# **84.323A**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

By An Authorized Official of:

Keene State College

Name: Jay Kahn

Title: Vice President for Finance and Planning

Signature and Date:

 2-25-14

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 Office of the Attorney General

Name: _____

Title: _____

Signature and Date: _____

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Next Steps NH (SPDG)
- B. Project Period:** July 1, 2014 or date of Governor and Council Approval, whichever comes later, to June 30, 2016. The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for one additional fiscal year to cover this grant commitment to accomplish the approved goals, objectives and activities.
- C. Objectives:** Objective 1: To develop the capacity of those providing PD on Extended Learning Opportunities (ELOs), transition planning, and parent engagement, and to define the expectations and commitment of those receiving PD.
Objective 2: To increase the knowledge and skills of NH special and general educators, related service personnel, and administrators in the design, implementation with fidelity, and sustainability of evidence-based Extended Learning Opportunities.
Objective 3: To increase the use of best practice, evidence-based transition planning, including enhanced parent engagement strategies.
Objective 4: To sustain the use of ELO, transition planning, and parent engagement strategies, through evidence-based and quality coaching.
Objective 5: To increase the use of implementation, intervention, and outcome data to support decision making at the school, LEA, and state level.
Objective 6: To ensure LEA administrators are trained to support their staff and initiatives to develop quality academic IEP goals linked to the CCSS and to implement school improvement model and communication interventions in their schools.
Objective 7: To develop a regional training and coaching model to sustain delivery of grant services throughout the state.
Objective 8: To enhance the inclusion of evidence-based training materials on ELOs, transition planning, and parent/family engagement in IHE preservice training programs to sustain delivery of grant services throughout the state.
- D. Scope of Work:**
- Participate in the NH Leadership Team (LT) and other related meetings, and associated preparation and follow-up work. LT work will span all objectives.
 - As part of the LT, participate in Extended Learning Opportunities (ELOs) planning and implementation to the extent the work will inform portal and ELO website development.
 - Transition Resource Portal: Enhance the Transition Resource Portal, connected to the Keene State College website. Complete and release Phase 1 and Phase 2 of the portal with associated test and review cycles. Analyze usage statistics and use results to inform improvements to the portal. Support regional intermediaries and others as needed in their use of the portal. Make project materials available on the portal as they are finalized. Develop a social media strategy and investigate development of other avenues for information delivery from the portal.
 - IHE preservice training programs: Plan and coordinate IHE work group meetings in consultation with NSNH management team. Refine the special education initial certification/preservice competencies, identify strengths and weaknesses in the KSC curriculum and develop an improvement plan. Support a second IHE through a similar review process and consult on the improvement plan and timeline. Explore ways to connect preservice special education transition competencies to the NSNH Framework.
- E. Deliverables Schedule:** See Scope of work above.

F. Budget and Invoicing Instructions: Budget (through June 30, 2016)

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

Line Item	FY2015	FY2016
Personnel	53,159	54,997
Benefits	9,302	9,831
Travel	5,300	4,300
Supplies	1,328	1,461
Contracted	19,300	17,800
Printing & copying, telecomm	500	500
Total Direct Costs	88,889	88,889
Indirect Cost 8%	7,111	7,111
Total Costs	96,000	96,000

Total Project costs: \$192,000

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

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

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

550 072



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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-8900

March 25, 2013

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

Sole Source

Requested Action

Authorize the New Hampshire Department of Education to enter into a sole source cooperative agreement with Keene State College, Keene, NH (Vendor Code 177865) to develop and implement a website for accessing of all training materials and resources developed under the State Personnel Development Grant (SPDG) as well as assist with development of training to be provided to educators, upon Governor and Council approval for the period effective from May 1, 2013 through June 30, 2014 in an amount not to exceed \$122,089.00. These are 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding for this request is available as follows:	FY2013	FY2014
06-056-56-5625210-41070000-0072-502625	\$18,436.00	\$103,653.00

Authorize the Department of Education to exercise a renewal option on this contract for up to three additional fiscal years, pending legislative approval of the next two (2) successive biennial budgets, in accordance with the grant award, subject to contractor's acceptable performance of the terms therein, and subject of Governor and Council approval.

Explanation

The New Hampshire Department of Education received a \$3.85 million (\$770,000.00 per year for 5 years) State Personnel Development Grant from the U.S. Department of Education, Office of Special Education Programs. The SPDG proposal is targeted to increase the number of students with disabilities graduating from high school who are

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
Page Two
March 25, 2013

college and career ready, through the implementation of evidence based transition practices. Our ambitious proposal targets four strategies to achieve this goal: (1) increasing student competency through increased use of Extended Learning Opportunities (ELOs), (2) enhanced transition planning and increased transition planning opportunities/practices, (3) greater family – school engagement, and (4) sustaining practices through our state Institutes of Higher Education (IHEs), regional education intermediaries, a transition Community of Practice, and the use of technology. These strategies are aimed at school districts, parents, regional professional development intermediaries, Vocational Rehabilitation, IHEs, and other community members.

The Office of Special Education Programs requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives. The Evaluation assesses the degree to which the NH SPDG meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections.

New Hampshire was awarded this grant with the provision that the partners identified in our proposal would be funded to assist the Department of Education to meet the goals and objectives of the grant. These partners were required to be highly qualified entities already engaged in professional development in the grant areas and in agreement to expand these services. The OSEP required partners and their services as detailed in the grant include Evergreen Evaluation and Consulting Inc., Strafford Learning Center, Monadnock Developmental Services, North Country Education Services, Granite State Independent Living, Parent Information Center, Keene State College, Institute on Disability, and QED. Therefore, no competitive bid process was established.

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

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

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
Page Three
March 25, 2013

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

The grant was awarded to the New Hampshire Department of Education for five years. Therefore, we are including an option for renewal for three additional fiscal years to cover this grant commitment to accomplish the approved goals, objectives and activities.

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

Respectfully submitted,



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

VMB/alj

Attachments

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Education

and the

Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **NH SPDG 2012**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Santina Thibedeau
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 603-271-6693

Campus Project Administrator

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

Phone: 603-358-2427

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Mary Steady
 Address: NH Department of Education
101 Pleasant St.
Concord, NH 03301

Phone: 206-271-3730

Campus Project Director

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

Phone: 603-358-2872

- F. Total State funds in the amount of **\$122,089.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **H323A120003** from **US Department of Education** under CFDA# **84.323A**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

- H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

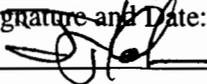
By An Authorized Official of:

Keene State College

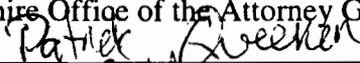
Name: Jay V. Kahn

Title: Interim President

Signature and Date:

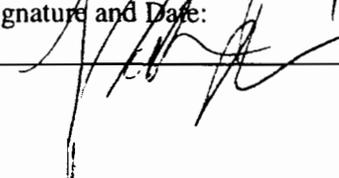
 3-15-13

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

Name: 

Title: 

Signature and Date:

 4/1/17

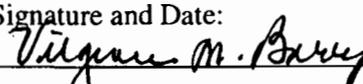
By An Authorized Official of:

Department of Education

Name: Virginia M. Barry, Ph.D.

Title: Commissioner of Education

Signature and Date:



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

Name:

Title:

Signature and Date:

EXHIBIT A

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

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

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

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

Total Project costs: \$122,089.00

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

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

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .