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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-8133  
FAX (603) 271-1953

July 07, 2022

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, Bureau of Special Education Support to enter into a **Sole Source** contract with CAST, Inc. (VC# 258305), Wakefield, MA, in an amount not to exceed \$1,250,152.00 to provide services under the New Hampshire Universal Design for Learning Network Building State and Local Capacity to Improve Results effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in the following account for fiscal year 2023 and are anticipated to be available for fiscal year 2024, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000, IDEA-Special Ed-Elem/Sec

	<u>FY 2023</u>	<u>FY 2024</u>
102-500731-Contracts for Program Services	\$864,862.00	\$385,290.00

**EXPLANATION**

The New Hampshire Department of Education (NHED), Bureau of Special Education Support, would like to enter into this **Sole Source** contract with CAST, Inc. (CAST). NHED has worked under contract with CAST since 2017. A contract extension should have been executed prior to June 30, 2022, however, the contract documentation was not complete in time for submission to the Governor and Counsel, so this sole source contract will allow for that contract extension. We expect CAST to continue their work with the New Hampshire Universal Design for Learning Innovation Network (NH UDL) and support the transitioning of their work to the NHED, Bureau of Special Education Support in the 2022-2023 and

His Excellency, Governor Christopher T. Sununu  
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2023-2024 school years. CAST authored the Universal Design for Learning (UDL) framework and guidelines and has spent the past two decades working with schools, districts, states and national leaders to refine and implement UDL. CAST's interdisciplinary staff of educators, technical assistance experts and learning scientists, along with their extensive national network of trained facilitators and advisors has enabled CAST to collaborate with New Hampshire stakeholders to develop a first-rate implementation network in the service of New Hampshire.

Over the past six years, CAST experts have supported NH school and district administrators from 60 NH UDL Innovation Network teams to create systems and policies to promote the diffusion of UDL school wide. CAST experts have also coached 100's of NH educators to learn about, implement and scale UDL in their educational settings. In addition, NH UDL Innovation Network teams participate in learner-centered professional development that empowers them to deepen their skills through their school-based Professional Learning Communities (PLCs) and in inter-school professional development with fellow Network participants.

As NH UDL Innovation Network educators navigated teaching during the pandemic, many familiar barriers as well as ones not often experienced were highlighted. With the support of CAST experts, network educators took the opportunity to learn more, grow professionally and support their students in new and innovative ways. Along with an increased capacity to reduce barriers via flexible learning designs, Network educators reported a deeper understanding that barriers are not inherent in learners but instead stems from their learning environments and the design of their learning opportunities. According to project data, UDL has given educators tools to proactively build supportive virtual and physical environments, design lessons flexible enough to work in a variety of setting with variable learners and incorporate new technologies. Additionally, teachers report that UDL has brought forth a new and valuable shared language for talking with colleagues, families/caregivers and students themselves about learners and learning (e.g., barriers in design, learner variability, multiple means of engagement, options for executive functions, expert learners).

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



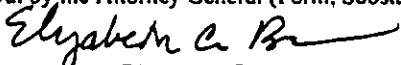
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Education (NHED)		<b>1.2 State Agency Address</b> 25 Hall Street Concord, NH 03301	
<b>1.3 Contractor Name</b> CAST, Inc.		<b>1.4 Contractor Address</b> 178 Albion Street Wakefield, MA 01880	
<b>1.5 Contractor Phone Number</b>  781-245-2212	<b>1.6 Account Number</b>  See Exhibit C	<b>1.7 Completion Date</b>  June 30, 2024	<b>1.8 Price Limitation</b>  \$1,250,152
<b>1.9 Contracting Officer for State Agency</b> Rebecca Fredette, Administrator Bureau of Special Education		<b>1.10 State Agency Telephone Number</b>  603-271-6693	
<b>1.11 Contractor Signature</b> Deauthorized by:  Date: 7/5/2022		<b>1.12 Name and Title of Contractor Signatory</b>  Carole Lacy, CFO	
<b>1.13 State Agency Signature</b>  Date: 7/12/2022		<b>1.14 Name and Title of State Agency Signatory</b>  Frank Edelblut, Commissioner of Education	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  Elizabeth A. Brown On: 7/12/2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**


Additional Exhibits D-G

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Contract between CAST, Inc. and the New Hampshire Department of Education

Contractor Initials   
Date 7/5/2022

## **EXHIBIT B SCOPE OF SERVICES**

The Center for Applied Special Technology, CAST, Inc. (CAST) will provide the New Hampshire Department of Education (NHED) with the following services under this contract. New Hampshire Universal Design for Learning Innovation Network Building State and Local Capacity to Improve Results Initiative.

### **FISCAL YEAR 2023**

#### **NEW SCHOOLS**

Up to four (4) schools new to the New Hampshire Universal Design for Learning Innovation Network (NH UDL) in the 2022-2023 school year will create teams of educators that include the principal, special education teacher(s), regular education teacher(s), coach(es), and a mix of other school-based educators. Each of these school teams will be offered two full training/networking days either virtually or at the Grappone Center in Concord. Principals and instructional leaders will have access to the Leadership Academy, which supports them to create a long-term Universal Design for Learning (UDL) implementation plan. A CAST Implementation Specialist, along with the NHED Universal Design for Learning Education Consultant (NHED UDL Education Consultant), will visit each new school two times to run Instructional Rounds, Lesson Design Studios, a video club and in-person consultations. Schools will receive a full-school introduction to UDL. Teams will be able to access a library of virtual workshops and team leaders will receive a monthly live consultation with an Implementation Specialist (shadowed by the NHED UDL Education Consultant).

#### **VETERAN SCHOOLS**

Up to forty-five (45) schools will be invited to continue their participation in the Network. Along with their Implementation Specialist, each of these schools will design a yearlong learning plan customized to their individual needs. Like the new schools, veteran teams will be offered two full training/networking days either virtually or at the Grappone Center in Concord. Principals and instructional leaders will have access to the Leadership Academy. A CAST Implementation Specialist will visit each new school two times to run Instructional Rounds, Lesson Design Studios, a video club and in-person consultations. Teams will be able to access a library of virtual workshops, and team leaders will receive a monthly live consultation with an Implementation Specialist. In addition, veteran schools will be able to send a teacher leader or instructional coach to participate in the Coaching Academy, designed to build on-site capacity that will allow schools to carry on scaling and improving the work on their own.

#### **HUB SCHOOLS**

Up to fifteen (15) schools will serve as Learning Hubs, with the goal of creating a network of schools dedicated to UDL that individuals and teams from across the state can visit. Learning Hubs will be offered two full training/networking days either virtually or at the Grappone Center in Concord. Principals and instructional leaders will have access to the Leadership Academy. Coaches and teacher leaders will participate in a monthly Coaching

Contract between CAST, Inc. and the New Hampshire Department of Education

Contractor Initials ds  
u  
Date 7/5/2022



## EXHIBIT B CONTINUED

Academy. A CAST Implementation Specialist will visit each new school two times to run Instructional Rounds, Lesson Design Studios and in-person consultations. Hub schools will have the option to participate in a monthly video club in addition to the two school visits. Groups will be able to access a library of virtual workshops and team leaders will receive a monthly live consultation with an Implementation Specialist. In addition, every educator in the Hub schools will have access to CAST's Digital Learning Series (both the Introduction to UDL and the Beyond the Basics), or they will be able to take an online Introduction to UDL (for which they can receive college credit if they pay the university's fee), and/or a CAST Implementation Specialist will offer an in-person full day professional development day.

### NHED – EDUCATIONAL CONSULTANT

With the goal of eventually moving the majority of this work from CAST to the NHED, CAST will work closely with the NHED UDL Education Consultant over the course of the '22-'23 school year. During this time, the NHED UDL Education Consultant will learn the Foundations of UDL and Beyond the Basics and will also be able to lead professional learning on these subjects. CAST will provide training in how to coach the implementation of UDL by, among other things, having the NHED UDL Educational Consultant take on the training of four new teams, shadowed by a CAST Implementation Specialist. As part of this work, the NHED UDL Education Consultant will learn to run Instructional Rounds and will be accompanied on two sets of school-based Rounds. Finally, the NHED UDL Educational Consultant will learn about schoolwide implementation and be supported to help administrators to evaluate their level of implementation, set goals for improvement, and design a multi-year implementation plan.

### OTHER


The CAST team will support the NHED UDL Educational Consultant to create a NH UDL Leadership Council, a group of 10-15 teachers, principals, superintendents who have been active in the Innovation Network. This group will support CAST and, eventually, the NHED to address barriers, design methods to expand the network in the future, and ensure that the NHED team has experienced practitioners to support the work after CAST leaves. In addition, as needed access to CAST's Digital Learning Series will be provided.

### FISCAL YEAR 2024

#### SUPPORT FOR NEW NHED UDL IMPLEMENTATION SPECIALISTS

CAST will support up to five new NH UDL Implementation Specialists to lead school based UDL teams. CAST will co-facilitate both a 1-2-hour introduction to UDL as well as one full-day introduction to UDL with each new hire. They will shadow the NH Implementation Specialists on two sets of Instructional Rounds and one Lesson Design Studio. They will co-facilitate an 8 session Video Club and they will provide consultation to help the NH Implementation Specialists lead the Leadership and Coaching Academies.

Contract between CAST, Inc. and the New Hampshire Department of Education

Contractor Initials   
Date 7/5/2022

## EXHIBIT B CONTINUED

### SUPPORT FOR NHED UDL CONSULTANT

CAST will provide weekly consultation to the NHED UDL Education Consultant to answer all questions that arise over the course of the school year.


In the September/October of 2023, CAST will run the Fall Network Meeting, including but not limited to managing registration, creating the agenda, designing and delivering content, and paying for space and technology rental. NHED Education Consultants will be welcomed to join any aspect of the design and delivery of Fall Network Meeting that they would like to learn about. In the Spring of 2024, the New Hampshire NHED team will take on the registration, design and delivery of content, and payment for space and technology rental, etc. CAST will provide consultation on any and all aspects of the Spring Network Meeting as necessary and will lead breakout sessions as desired by the NHED team.

### ACCESS TO ONLINE MATERIALS

CAST will give full Network Access to both the Introduction to UDL Digital Learning Series and the Beyond the Basics Digital Learning Series.

CAST will allow the NHED to post copyrighted CAST materials from the CAST online tool resource library (currently Learning Designed) on their own PD/TA resource website. The NHED agrees that they will maintain all CAST branding and cite CAST where appropriate when developing new materials for the NH UDL Innovation Network.


Contract between CAST, Inc. and the New Hampshire Department of Education

Contractor Initials   
Date 7/5/2022

**EXHIBIT C  
METHOD OF PAYMENT**

<b>BUDGET</b>		
<b>FY2023</b>		
<b>NEW SCHOOLS</b>	<b># SCHOOLS</b>	<b>COST</b>
Network Days (two live sessions and one remote in the fall; two live sessions and one remote in the spring.)	4	\$5,400
Leadership Academy (every six weeks)	4	\$4,000
Instructional Rounds/Lesson Design Studios/Video Club/On-site consultation (2)	4	\$9,600
Full School Intro (one hour)	4	\$700
Access to the online learning workshops/modules	4	\$4,000
Monthly 1/2-hour consultations (8)	4	\$2,880
<b>VETERAN SCHOOLS</b>		
Network Days (two live sessions and one remote in the fall; two live sessions and one remote in the spring.)	45	\$60,750
Instructional Rounds/Lesson Design Studios/Video Club/On-site consultation (2)	45	\$108,000
Leadership Academy (every six weeks)	45	\$45,000
Coaching Academy (monthly)	45	\$58,500
Access to the online learning workshops/modules	45	\$49,500
Monthly 1/2-hour consultations (8)	45	\$32,400
<b>HUB SCHOOLS</b>		
Network Days (two live sessions and one remote in the fall; two live sessions and one remote in the spring.)	15	\$20,250
Full-school access to DLS/online course/or in-person training	15	\$112,500
Lesson Design Studios/Instructional Rounds/on-site consultation (2)	15	\$36,000
Video Club	15	\$21,000
Leadership Academy (every six weeks)	15	\$15,000
Coaching Academy (monthly)	15	\$19,500
Access to the online learning workshops/modules	15	\$16,500
Monthly 1/2-hour consultations (8)	15	\$10,800
<b>NHED - EDUCATION CONSULTANT</b>		
Foundations of UDL		\$2,500
Beyond the Basics		\$2,500
Coaches' Training		\$30,000
Leading Schoolwide Implementation		\$30,000
On-site Instructional Rounds (2)		\$10,000
Bi-weekly consultations w/NHED Ed Consultant (20)		\$10,000
<b>OTHER</b>		
Access to Online Modules		\$65,000
Recruitment for, design of, and convenings for UDL Leadership Council		\$20,000
Indirect Costs (8%)		\$62,582
<b>FY2023 TOTAL</b>		<b>\$864,862</b>

Contract between CAST, Inc. and the New Hampshire Department of Education

  
 Contractor Initials  
 Date 7/5/2022

**EXHIBIT C CONTINUED**

<b>FY2024</b>	
<b>SUPPORT FOR NEW NHED UDL IMPLEMENTATION SPECIALISTS</b>	
Co-facilitation of a 1-2-hour Intro to UDL; one per hire	\$2,500
Co-facilitation of a full-day Intro to UDL; one per hire	\$25,000
Co-facilitation of Instructional Rounds; two per new hire	\$50,000
Co-facilitation of Lesson Design Studios; one per new hire	\$25,000
Co-facilitation of monthly calls; up to 10 per new hire	\$13,750
Co-facilitation of Video Club sessions; up to 8 sessions per club	\$14,000
Consultation hours for Leadership and Coaching Academies	\$3,500
<b>SUPPORT FOR NHED UDL CONSULTANT</b>	
Weekly Consultation	\$10,500
<b>SUPPORT FOR FALL AND SPRING NETWORK MEETINGS</b>	
FNM: CAST will work with NHED Project Director to organize and run full mtg	\$87,500
SNM: DOE takes lead, with consultation, presentations, and support from CAST	\$25,000
<b>ACCESS TO ONLINE MATERIALS</b>	
Digital Learning Series #1	\$50,000
Digital Learning Series #2	\$50,000
Indirect Costs (8%)	\$28,540
<b>FY2024 TOTAL</b>	<b>\$385,290</b>

Limitation of Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,250,152.

Source of Funding: Funds to support this request are available in the following account for fiscal year 2023 and are anticipated to be available for fiscal year 2024, upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000, IDEA-Special Ed-Elem/Sec

	<u>FY 2023</u>	<u>FY 2024</u>
102-500731-Contracts for Program Services	\$864,862	\$385,290

Method of Payment:

Payment will be made upon the submittal of a monthly invoice that is received by the 10<sup>th</sup> of the following month, which is supported by a summary of deliverables that have taken place in accordance with the terms of the contract. A final invoice is due within 30 days of the end of this contract.


Invoices will be submitted electronically to:

Lynnette Lawrence

[lynnette.e.lawrence@doe.nh.gov](mailto:lynnette.e.lawrence@doe.nh.gov)

Project Director New Hampshire Universal Design for Learning

Contract between CAST, Inc. and the New Hampshire Department of Education

  
 Contractor Initials  
 Date 7/5/2022

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)  
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials   
Date 7/5/2022

## Exhibit E

### Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. NHEDs not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials   
Date 7/5/2022

## Exhibit F

### Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials   
Date 7/5/2022

## Exhibit G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-25-21

Contractor Initials   
Date 7/5/2022



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAST, INC. is a Massachusetts Nonprofit Corporation registered to do business in New Hampshire as CENTER FOR APPLIED SPECIAL TECHNOLOGY on March 28, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 706295

Certificate Number: 0004912295



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Corporate Bylaws**

I, David H Rose, hereby certify that I am duly elected  
Clerk/Secretary/Officer of  
(Name)

CAST, Inc.. I hereby certify the following is a true copy of the  
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or

Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations Carole Lacy, CFO  
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: Carole Lacy

CFO \_\_\_\_\_  
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person listed above currently occupies the position indicated

and that they have full authority to bind the corporation. This authority **shall remain valid**

**for thirty (30) days** from the date of this certificate.

DATED: June 24, 2022

ATTEST: \_\_\_\_\_

David H Rose, Clerk  
(Name & Title)



CASTINC-01

AGENCYVA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Elliot Whittier Insurance Services, LLC 75 Sylvan Street Suite B202 Danvers, MA 01923	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (978) 977-4884      FAX (A/C, No): (978) 977-0850 E-MAIL ADDRESS: info@elliottwhittier.com
<b>INSURED</b> CAST Inc. 178 Albion St, Ste. 210 Wakefield, MA 01880	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Sentinel Insurance Co., LTD      11000 INSURER B : Hartford Insurance INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EMPLOYEE BENEFIT LIAB	X	[REDACTED]	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG PER CLAIM \$ 4,000,000 PER CLAIM \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		[REDACTED]	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below		[REDACTED]	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 SEE ATTACHED FORM SS0008/0405-BUSINESS LIABILITY COVERAGE FORM

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Education Attention Barbara Dauphinais 101 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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